

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 700)

RATING
N/A

PAGE OF
1

PAGES
65

2. CONTRACT NUMBER

3. SOLICITATION NUMBER
HSFE70-14-R-0005

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY
Federal Emergency Management Agency
Office of Acquisition Management

500 C Street, S.W., PP 5th Floor
Washington DC 20472

CODE

8. ADDRESS OFFER TO (If other than Item 7)
Same As Block #7 For Address

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in
Item 7 _____ until 12:00PM _____ local time _____
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME
Rahsaan A. Edwards

B. TELEPHONE (NO COLLECT CALLS)
AREA CODE NUMBER EXT.
202-646-5786

C. E-MAIL ADDRESS
Rahsaan.Edwards@fema.dhs.gov

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OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT
(See Section I, Clause No. 52-232-8)

10 CALENDAR DAYS (%)

20 CALENDAR DAYS (%)

30 CALENDAR DAYS (%)

CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS
(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

15A. NAME AND ADDRESS OF OFFEROR

DUNS: CODE FACILITY

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

15B. TELEPHONE NUMBER
AREA CODE NUMBER EXT.

☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304(a) () ☐ 41 U.S.C. 253(c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

24. ADMINISTERED BY (If other than Item 7)
CODE

25. PAYMENT WILL BE MADE BY
Federal Emergency Management Agency/FFC

P.O. Box 9001
Winchester, VA 22604
PHONE: FAX:

CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

Zahra Hashmi
Contracting Officer

27. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

28. AWARD DATE

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 PRICE/COST SCHEDULE-**

See Schedule Attached - Attachment 1

B.2. MINIMUM AND MAXIMUM ORDERING LIMITATION

The guaranteed minimum order for this contract is 20 units for the base year and option periods.
The maximum order for this contract is \$517 Million for the base year and option periods, if
options exercised.

B.3 ITEMS TO BE ACQUIRED

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services
(except as may be expressly set forth in this contract and task orders as furnished by the
Government) and otherwise do all things necessary to, or incident to, performing and providing the
items as required by the contract.

B.4 CONSIDERATION and PAYMENT -- FIXED-PRICE

(a) Total payment(s) will be made upon the satisfactory completion and Government acceptance
of all requirements under the contract. The payment(s) will be paid on a monthly basis.

(b) Supplies may be ordered at any time during the effective period of performance. Task orders
will be issued in accordance with the Section G.5; clause entitled "Task Order Procedures." The
aggregate dollar amount/quantities of all task order funding obligations shall not exceed the
maximum order of this contract as specified in the Section B2 clause entitled "Maximum and
Minimum Ordering Limitation".

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

**Statement of Work
Manufactured Housing Units
Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA)**

I- BACKGROUND

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended and related authorities, as of April 2013 authorizes the Federal Emergency Management Agency (FEMA) to provide temporary housing units, acquired by purchase or lease, directly to individuals or households who, because a lack of available housing would be unable to make use of financial assistance. The Stafford Act also describes the decision criteria for determining which types of assistance will be provided; Stafford Act, Section (408)(b)(2)(B). Considerations include cost effectiveness, convenience to the individuals and households, and other factors the President may deem appropriate.

One of the temporary housing methods that FEMA exercises is providing Manufactured Housing Units (MHUs). MHUs are constructed to meet the Housing and Urban Development (HUD) standards as set forth in 24 CFR 3280 (Manufactured Home Construction Safety Standards, et. seq.). FEMA may refer to 24 CFR 3280 et. seq. as “HUD Code” as part of this solicitation.

In order to meet this mission requirement, FEMA procures and stores MHUs at Manufactured Housing Storage Sites (MHSS). To meet the needs of disaster survivors, FEMA procures the following types of units: Express one (1) bedroom, one (1) bedroom, two (2) bedrooms, and three (3) bedrooms.

Additionally, FEMA procures MHUs to support disaster survivors with access and functional needs. Manufactured housing built to meet this requirement is built in accordance to Architectural Barriers Act (ABA), 42 U.S.C. 4151-4157. The current construction requirements for the ABA are the Uniform Federal Accessibility Standards (UFAS 1984.)

II- GENERAL REQUIREMENTS**1- MHU Units**

The contractor shall provide all labor and material to produce and deliver to FEMA the following types of MHU’s manufactured in accordance with *24 CFR 3280, the statement of work (SOW) in Section C*, and the *FEMA Rugged Base Performance Requirements, Version BA* (Section J:Attachment 2) included in the contract.

Note: In the Rugged Base Performance Requirements there are series of numbered shalls (“Shall (#)”). For each numbered shall (“Shall (#)”), the contractor will have to fill and submit the Rugged Based Requirements Matrix (Section J: Attachment 3) to demonstrate compliance.

Types of MHUs:

Express One Bedroom MHU Standard “FEMA” Southern
Express One Bedroom MHU Standard “FEMA” Northern
Express One Bedroom MHU UFAS “FEMA” Southern
Express One Bedroom MHU UFAS “FEMA” Northern
Express One Bedroom MHU Standard “FEMA” CONUS
Express One Bedroom MHU UFAS “FEMA” CONUS

One Bedroom MHU Standard “FEMA” Southern
One Bedroom MHU Standard “FEMA” Northern
One Bedroom MHU UFAS “FEMA” Southern
One Bedroom MHU UFAS “FEMA” Northern
One Bedroom MHU Standard “FEMA” CONUS
One Bedroom MHU UFAS “FEMA” CONUS

Two Bedroom Standard MHU “FEMA” Southern
Two Bedroom Standard MHU “FEMA” Northern
Two Bedroom UFAS MHU “FEMA” Southern
Two Bedroom UFAS MHU “FEMA” Northern
Two Bedroom MHU Standard “FEMA” CONUS
Two Bedroom MHU UFAS “FEMA” CONUS

Three Bedroom Standard MHU “FEMA” Southern
Three Bedroom Standard MHU “FEMA” Northern
Three Bedroom UFAS MHU “FEMA” Southern
Three Bedroom UFAS MHU “FEMA” Northern
Three Bedroom MHU Standard “FEMA” CONUS
Three Bedroom MHU UFAS “FEMA” CONUS

The contractor shall include a $\frac{3}{4}$ bathroom in all three (3) bedroom units (both UFAS and non-UFAS).

FEMA will evaluate proposals for CONUS units that can be deployed in the contiguous US and Washington DC. FEMA will require a UFAS/non-UFAS configuration for each unit: 3 bedroom, 2 bedroom, 1 bedroom and Express 1 bedroom.

Note: FEMA’s inventory requires that MHUs are able to be installed anywhere in the contiguous United States. The inventory can consist of either both northern and southern units or CONUS units. The inventory does not require that both northern/southern and CONUS units to be available.

- 114 A) All MHU's shall accommodate daily living essentials (e.g. cooking, sleeping, security,
115 sanitation). The MHU shall be safe, durable (for the required period of performance), free from
116 defects as well as free from hazards including sharp edges.
- 117 B) The contractor shall manufacture all MHUs with quality "Fit and Finish". Quality "Fit and
118 Finish" applies to both the exterior and interior of the MHU and refers to the way the parts go
119 together. For example; the corners of the walls are straight, true and plum; molding is placed
120 level with no gaps, twists, or bulges; paint is smooth and evenly applied; doors are smooth
121 opening and closing, tight fitting, true and plum.
- 122 C) The contractor shall use the most stringent requirements when building MHUs for FEMA.
123 This shall include voluntary standards developed by industry, manufacturer's instructions or
124 regulations.
- 125 D) All materials and components used in the production of the manufactured homes under this
126 contract shall be new.

127 **2- Certification**

128 The contractor shall maintain, and have available for FEMA inspection, HUD Certification, as
129 evidenced by a Certification Report prepared by a Design Approval Primary Inspection Agency
130 (DAPIA) for manufactured homes built by each manufacturing facility used for production under
131 this contract.

132 Additionally, the contractor shall maintain and have available an approved MHU design issued by
133 a Design Approval Primary Inspection Agency (DAPIA) (including any production changes).

134 These DAPIA certified MHU designs shall be submitted to FEMA as part of the contractor's
135 proposal as described in Section L. In addition, the contractor shall submit a revised certified
136 design whenever a modification of structural design occurs.

137 Approved DAPIA certifications shall be available for FEMA inspection at each manufacturing
138 facility.

139 Manufacturing facilities shall maintain an In-House Primary Inspection Agency (IPIA)
140 certification to make sure the construction standards comply with the national code.

141 Alternative construction shall be in accordance with 24 CFR 3282.14 (alternative construction of
142 manufactured homes).

143 **3- Design/Material Changes/Variations**

144 During the performance of this contract, the contractor shall obtain Government acceptance and
145 approval if the contractor wants to change/vary the design or any materials or otherwise vary from
146 the FEMA Rugged Base Performance Requirements and/or the contractor's proposed response to
147 the solicitation.

148 The following protocol shall be observed for all requests for changes/variance. FEMA will not
 149 accept or approve any requests which do not include the documentation described below.
 150 Additionally, requirements deemed to negatively impact unit performance, or that may adversely
 151 affect occupant safety, will not be approved.

Documentation Required	
Justification	<ol style="list-style-type: none"> 1. A statement from the contractor listing the reason that a request to change/variance is being made. The contractor must also include a description of the original construction method or materials and the proposed alternative. 2. A copy of the page(s) from the proposal/contract where the original construction method or material was listed (highlight section).
Safety	<ol style="list-style-type: none"> 3. If applicable, provide the Material Safety Data Sheet (MSDS) for the original material. 4. If applicable, provide the MSDS for the substituted material. 5. A letter from the vendor's original accredited 3rd party engineer or agency stating: <ul style="list-style-type: none"> • How the proposed change/variance meets or exceeds the original requirements of the solicitation? • What, if any, affect the change/variance has on the code (regulations) certification. Note: If the change/variance affects the certification, how would the code certification be met? • List of all potential benefits and detriments of the proposed substitution(s) to unit performance and occupant safety.
Cost/ Timeliness	<ol style="list-style-type: none"> 6. How does the proposed substitution affect the overall unit cost? (List the original unit cost vs. the new unit cost) 7. A statement describing how the substitution could adversely or positively affect ramp-up time, production schedule and/or delivery schedule.
24 CFR 3282 compliance	<ol style="list-style-type: none"> 8. The contractor shall provide any design change approvals from their DAPIA as is required under 24 CFR § 3282.362 (b)(5). Design change approval or a letter from the DAPIA stating that no design change approval is required under the listed sub part. 9. The contractor shall perform any quality assurance manual changes that result from any design change request from their DAPIA as is required under 24 CFR § 3282.362 (c)(4). A manual change approval or a letter from the DAPIA stating that no manual change approval is required under the listed sub part.
Acceptance of Change notification	<ol style="list-style-type: none"> 10. If FEMA approves a design/material change/variance, then the contractor shall provide a letter from their IPIA stating that they have been notified of the design/material change/variance and any change to the quality assurance manual that such change was required. 11. The Contractor shall warrant any material change/variance.

Changes and modifications are not considered to have final approval if a HUD Alternative Construction Letter is required. Only after HUD grants an Alternative Construction Letter the change be accepted or approved.

4- Warranty

The contractor shall warrant that the construction of all MHUs complies with the Federal Manufactured Home Construction and Safety Standards in effect at the time the MHU is constructed, and is free from any defects in materials and workmanship. This warranty shall obligate the contractor to take the appropriate corrective action at its own expense; in instances of non-conformity to such standards, non-conformity to the SOW or FEMA Rugged Base Performance Requirements, instances of patent or latent defects in materials or workmanship and/or quality and finish defects. The warranty covers all items including the MHU as well as all components provided in accordance with this contract. All warranty items, except for Charge Back items, shall have three (3) calendar days to have a representative at the FEMA location (FEMA Storage [Cumberland or Selma]), FEMA staging (location within a disaster recovery/response operating area) or an MHU installation location to investigate the issue.

The vendor shall have no more than five (5) days after the date of inspection to provide FEMA with a proposed course of action to make the required repairs or provide replacement items. If during the inspection the issue could affect the integrity of the MHU, the contractor shall take either temporary or permanent corrective action to ensure that there is no additional degradation of the MHU. If the contractor elects that another entity (sub-contractor) performs the repair, the prime contractor (task order awardee) shall be held responsible for ensuring that the work is performed following HUD Code, State Codes/Regulations, Local Code/Regulations, Industry Standards, Manufacturer Instructions and adhere to the Quality Standard and within the time frame required by FEMA.

The contractor shall also warrant that all furniture and appliances supplied are in working order and free of defects, are new and not refurbished furniture and appliances, and will replace or repair any defective items for up to one year after the date of FEMA acceptance. All repairs shall result in permanent remediation. All repairs shall be subject to an additional warranty of one year from the date of the final repair unless otherwise specified in a contract modification.

Warranty Repairs in the Field:

In order to ensure that FEMA is able to provide housing to disaster survivors with minimal delay, FEMA will implement a field warranty repair process which will be known as "Charge Back" as part of this contract. As part of the Charge Back program, FEMA will set fixed prices to repair items that the Agency has determined through analysis are typically defective from the factory. The issues included in the Charge Back program are items that are not apparent when FEMA inspects manufactured houses and are only apparent when the Agency installs the units connecting

them to utilities (water, sewer and electrical) and starts the systems within the manufactured home such as the HVAC (latent defect).

FEMA will set fixed prices for the repair or replacement of the Charge Back items with unit manufacturers and with FEMA's installation vendors. The installation vendors shall be required to provide FEMA with evidence that the repair or replacement is required. FEMA will provide the manufactured home vendor with an invoice for the amount of repaired or replaced items with the unit VIN. If FEMA determines that there is a trend with a specific manufacturer, for the contract or task order, FEMA will coordinate with the manufacturer so that the manufacturer can take corrective action if they so choose. FEMA will only be required to present an invoice to the manufacturer as proof that a repair or replacement was required and carried out. Repairs carried out under the Charge Back program do not void or limit the manufacturer's warranty or other responsibilities under the terms of this contract, HUD or any other entity.

FEMA has developed the costs for the Charge Back program using a number of sources. The costs have been gathered so that they are applicable nationwide. In order to provide costs for future years FEMA has used inflation rates based on U.S. Bureau of Economic Analysis (BEA) information as of 01/30/2013. Costs have been rounded up to the nearest \$10.00 increment.

In the Attachment 12, FEMA has provided a list defective or non-working items based on research performed by FEMA based on units delivered by Manufacture's. In this list, FEMA provides an estimated cost to perform replacement/repairs for various defective items/components/parts where the prime contractor may elect to be charged back/billed back for the work performed by another entity on the MHU to meet the contract requirements. In an event that defects are recurrent, the vendor shall have to perform the remedy to all of the manufactured homes in production and prior delivery for acceptance and FEMA will not allow the prime contractor to exercise the charge back alternative.

FEMA reserves the right to repair/replace items not listed as part of the Charge Back program without prior notification to the vendor. FEMA will notify the vendor of such repair or replacement and allow the vendor to negotiate the price of said repairs; however, if FEMA and the vendor cannot reach an agreement regarding the repair or replacement FEMA will be the final arbiter of the cost. The contractor has the right to fail a claim under the Contract Disputes Act of 1978(Refer to Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)))

5- First Articles

The contractor shall complete first article units (one of each unit type requested by FEMA) and have them ready for the Government for first article inspection at the test facility (vendor site). *Refer to Section E.2 for additional details.*

Inspection: The characteristics that the first article shall meet are specified in *Section E.2*

223 Delivery: The manufacturer shall deliver first Article units (one of each unit type requested by
224 FEMA) as defined in *Section E.2*.

225 **6- MHU Production**

226 The contractor shall adhere to the production as defined within the solicitation and any task order.

227 FEMA will award Indefinite Delivery, Indefinite Quantity (IDIQ) contracts to one or more
228 contractors and issue task orders for specific requirements. While these requirements will vary,
229 the contractor or contractors shall maintain a minimum production capacity sufficient to produce
230 and ship the following units:

231 1) Full and Open Offerors

232 Production requirement for Offerors proposing as full and open businesses, the minimum
233 production rate shall be 150 MHUs (combined rate) per week. Combined rate means that the
234 manufacturer can produce and ship different types of units where the total adds up to 150 units
235 weekly.

236 Examples of combined rate:

- 237 (125) Express units, (20) 2 bedroom units, and (5) 3 Bedroom units = 150 (Total/week)
- 238 (25) Express units, (25) 2 bedroom units, and (100) 3 Bedroom units = 150 (Total/week)
- 239 (150) Express 1 bedroom units
- 240 (150) 1 Bedroom units
- 241 (150) Three (3) bedroom units

242 The contractor will have four (4) weeks to ramp up to full minimum production rate.

243 2) Offerors proposing as Non-Full and Open

244 Production requirement for Offerors proposing as Non-Full and Open (small businesses), the
245 minimum production rate will be 60 MHUs (combined rate) per week. Combined rate means
246 that the manufacturer can produce and ship different types of units where the total adds up to 60
247 units.

248 Examples of combined rate:

- 249 (25) Express units, (25) 2 bedroom units, and (10) 3 bedroom units = 60 (Total/week)
- 250 (20) Express units, (20) 2 bedroom units, and (20) 3 bedroom units = 60 (Total/week)
- 251 (60) Express units
- 252 (60) 1 Bedroom units
- 253 (60) Two (2) bedroom units

254 The contractor will have four (4) weeks to ramp up to full minimum production rate.

7- MHU Delivery**A) Manufactured Home (MH) Delivery Rate and Unit Delivery Acceptance Rate**

The MH Delivery Rate is defined as how many manufactured homes the manufacturer/contractor can deliver on a set schedule. The delivery requirements will be defined for the contract and for each task order.

The Unit Delivery Acceptance Rate is defined by how many delivered units are received, accepted, and barcoded per week for each task order.

B) Delivery Conditions

Manufactured homes delivered to FEMA that do not meet all requirements will be rejected by the Government until the contractor at their own expense shall complete all contract requirements. Any expense for reworking/repairing/modifying the manufactured home to bring it up to compliance with the terms and conditions of this contract shall be solely at the expense of the contractor.

FEMA will inspect units twice (one time initially and a second time if rework/repair or a modification is needed). If a unit does not pass the second inspection, FEMA will reject the unit and require the contractor to provide a new unit with a different serial number/ HUD Certification label number. Rejected units will not be accepted into FEMA inventory.

C) Delivery Locations

The primary delivery locations will be Selma, AL and Cumberland, MD. Additional delivery locations may be specified by FEMA. Delivery may occur to more than a single location simultaneously. The contractor assumes all liability for loss or damage until FEMA accepts the manufactured home at the delivery location. The contractor shall have a representative at each delivery location to witness FEMA's Inspection Process (Refer to Section E.3). If any repairs are required, they have to be conducted off the FEMA site.

8- Inspection and Acceptance

The contractor shall deliver units in Road Ready Condition or Ready for Deployment (RFD) to a specified location where the MHUs will be inspected as specified in *Section E.3*.

9- Communication

The contractor shall be responsible for establishing communication with all parties* involved in this solicitation and follow protocols of communication as specified in this solicitation.

**Parties: Throughout this document, references to contractor, manufacturer, and vendor, all refer to the company that was awarded the contract. The company will be FEMA's point-of-contact (POC) for all warranties, including warranties for the unit, furnace, water heater, all furnishings, and appliances.*

10- Quality

The contractor shall establish a Quality Control Program (Refer to Section E.4) and shall develop Quality Control Plans. (Refer to Section E.5)

11 -References

Item	Link
HUD Code 24 CFR 3280	http://www.gpo.gov/fdsys/pkg/CFR-2010-title24-vol5/pdf/CFR-2010-title24-vol5-part3280.pdf
Uniform Federal Accessibility Standard	http://www.access-board.gov/ufas/ufas-html/ufas.htm
International Building Code available at contractor cost	http://www.iccsafe.org/Pages/default.aspx
Rugged Base Performance Requirements	Section J : Attachment 2
Federal Travel Regulations	http://www.gsa.gov/portal/content/104790
National Fire Protection Association available at contractor cost	http://www.nfpa.org/index.asp

295

296 **SECTION D - PACKAGING AND MARKING**

297 **D.1 FINAL PACKAGE REQUIREMENTS**

298 Each manufactured home shall be fit with a HUD Label/Tag as required by 24 CFR 3280, and
299 shrink wrapped if FEMA exercises the option for shrink wrap.

300 The contractor shall provide a list of all appliances included in the manufactured home and each
301 appliance must be identified that it is energy rated or not in accordance with 24 CFR 3280.

302 Each manufactured home shall include a parts and supplies listing as well as a Unit Data Placard as
303 described in the requirement.

304 *See:* **RUGGED BASE PERFORMANCE REQUIREMENTS – ATTACHMENT 2**

305

306

307 **SECTION E - INSPECTION AND ACCEPTANCE**308 **E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

309 The following contract clauses pertinent to this section are hereby incorporated by reference (by
 310 Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES
 311 INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an
 312 internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

313 **E.2 INSPECTION AND ACCEPTANCE**

314 FEMA will, at its discretion, inspect some or all of the MHs delivered under this contract and/or
 315 task orders, either at the contractor's facility or upon delivery, or both. The inspection will consist
 316 of a review of visible items at any time during the manufacturing process. FEMA may also require
 317 inspection of all utility systems and appliances, after full power up of the MH at the contractor's
 318 facility, conducted at the contractor's expense.

319 **E.2.1 Inspection at Delivery Location**

320 For inspections at the delivery location, the Manufactured Home inspection Checklist (Section J:
 321 Attachment 5) will be used. FEMA reserve the right to modify the checklist as the agency
 322 determines necessary. Acceptance using the checklist does not remove the contractor's
 323 responsibility for latent defects or other warranty items. The contractor must provide FEMA with a
 324 copy of all shipping documents including but not limited to the Bill of Lading, and Manufacturer
 325 (MFG) shipment sheet (Section J: Attachment 6) . During the delivery process FEMA will inspect
 326 the manufactured homes based on the current version of the Manufactured Home inspection check
 327 list. If deficiencies are found during the inspection process the contractor shall remove the unit
 328 from FEMA site to make necessary repair(s). The contractor will be allotted twenty four (24)
 329 hours from the time of notification to repair the deficiencies. If the manufactured home delivered
 330 for re-inspection fails, the contractor will be provided a 2nd opportunity to repair deficiencies
 331 (refer to APPENDIX #1: Task Order Performance Requirement QAP Matrix, TOPA #5). And if the
 332 manufactured unit fails the 3rd re-inspection, FEMA will reject the unit and the unit shall be
 333 replaced at no cost to the government.

334 **E.2.2. First Article Inspection**

335 If FEMA notifies the manufacturer that FEMA will be conducting first article inspection (See
 336 52.209-4 First Article Approval - Government Testing, Alt I) the manufacturer shall notify FEMA
 337 fifteen (15) days prior to the completion of the first unit. FEMA will have a three (3) day window

from the date provided by the manufacturer to conduct first article inspection. First article inspection does not relieve the manufacturer of any other type of inspection described in the solicitation and the FEMA Rugged Base Performance Requirements. For the First Article Inspection, FEMA will use the Manufactured Home First Article Inspection Checklist (Section J: Attachment 4). FEMA would require a full power up to perform the First Article Inspection; the first article inspection shall be conducted in a non-controlled climate where the performance of the units against weather conditions can be evaluated.

E.3 QUALITY ASSURANCE AND SURVEILLANCE

The contractor shall have a well-documented quality control program. The quality program, which includes procedures, processes and product shall be documented and subject to review by the Government Representative with a valid FEMA Badge. The program shall assure that adequate quality is implemented throughout all areas of contract performance; for example; design, development, fabrication, processing, assembly, inspection, testing, packaging, and shipping. All supplies and services under this contract, whether manufactured or performed within the contractor's plant or at any other source, such as a subcontractor or other partner, shall be controlled at all points necessary to assure compliance to contractual requirements.

E.4 QUALITY CONTROL PLAN

The contractor shall have a quality control plan (QCP) which describes in detail how the manufacturer will assure high quality in its building process while meeting the delivery schedule. The plan shall also state how the contractor will verify that the homes are built to the HUD Code and the procurement specifications of this contract. The plan shall describe the manufacturer's quality assurance program, and contain a chart of the organization showing, by position, all personnel accountable for quality assurance, a list of tests and test equipment required, a station-by-station description of the manufacturing process, a list of inspections required at each station, and a list by title of personnel in the manufacturer's organization to be held responsible for each inspection. This plan shall include the quality control processes relevant to any subcontractors or other partners, and how these partners will be managed and integrated into the overall quality control plan to ensure a comprehensive quality program to ensure the integrity of all manufacturing and quality processes. This plan must be provided as part of the contractor's proposal as described in section L.

The contractor shall develop, provide and submit an appropriate, completed and signed Quality Control Form (Refer to Section F) with each unit.

E.5 FEMA QUALITY ASSURANCE

The purpose of this section is to document procedures, guidelines, and evaluation criteria the Government will use to monitor, evaluate, and ensure the contractor provides appropriate

technical performance and quality service in a timely manner consistent with the objectives, mission and performance requirements in the contract

E.6 FEMA QUALITY ASSURANCE PLAN

E.6.1 FEMA Quality Assurance Plan

1. Introduction

This Quality Assurance Plan (QAP) has been developed to support the requirements set forth in Solicitation.

Due to the critical nature of this contract in providing assistance to survivors of a disaster, FEMA must monitor and evaluate performance to ensure that quality services, supplies, and work performed are rendered in an expedited manner with minimal setbacks. The role of the government is to perform quality assurance to ensure that contract and work order requirements are appropriately achieved.

1.1 Purpose

The purpose of this QAP is to document procedures, guidelines, and evaluation criteria the Government will use to monitor, evaluate, and ensure the contractor provides appropriate technical performance and quality service in a timely manner consistent with the objectives, mission, and performance requirements in the contract.

2. Overview and Scope

2.1 Overview

The QAP provides details of how the Government intends to monitor, evaluate and measure contractor performance for the base contract (Appendix 1) and all related task orders (Appendix 2) in accordance with contract. Government surveillance and oversight of the contractor's Quality Control Plan (QCP) is to ensure that the delivery of contractor services are timely, effective and achieve the results specified in the contract.

2.2 Performance Requirement QAP Matrix

The Government will use the appropriate Performance Requirement QAP Matrix, along with the technical requirements of the contract for monitoring and evaluation to determine areas of performance relevant to individual task orders and the contract. For this QAP, there are two matrices 1) the Task Order Performance Areas (TOPA) QAP Matrix (Appendix 1) which will be used to rate the contractors within the period of time required by the FAR after the completion of a task order, and 2) the Contract Performance Areas (CPA) QAP Matrix (Appendix 2) which will be used to rate the contractors at the end of each contract year. FEMA will use information gathered

through the surveillance methods and activities to provide the data that is used as the basis of the contractor's performance rating.

2.3 Methods for Surveillance

Methods of surveillance identified in this document will be used to provide data that will be used to assess contractor performance in accordance with the technical requirements of the contract. The QAP Matrix elements and Manufactured Home checklist will be utilized to determine factors for monitoring and evaluation. A variety of surveillance methods (see Section E.4) may be considered for the awarded contracts.

The Contracting Officer's Representative (COR) will develop a planned surveillance schedule identifying the work to be observed or monitored. The COR will develop and apply the appropriate checklist(s) to document contractor performance for each observable task.

2.4 Evaluation Procedures

Assessments for contractor performance will be documented using the appropriate Performance Worksheet (Appendix 4) and a final contractor rating will be determined using the Performance Evaluation Calculator.

2.5 QAP Implementation

The QAP is designed to focus on the quality, quantity and timeliness of the performance outputs provided by the Contractor. Successful implementation of the QAP is based upon careful planning and targeted use of the following:

1. Surveillance Planning and Scheduling;
2. Data analysis of surveillance results;
3. Consistent performance of QAP requirements; and
4. Frequent QAP updates based on surveillance results or Contractor improvements.

3. Roles and Responsibilities

The Government and Contractor responsibilities for quality assurance are as follows.

3.1 Contracting Officer (CO)

The CO ensures performance of all requirements of the base contract and task orders (TO) to ensure compliance with the terms and conditions of the contract and/or TO. The CO safeguards the interests of the government in the contractual relationship. The CO will receive all discrepancy reports and forward them to executive management of the contractor for action upon each noted discrepancy. The CO may monitor, perform surveillance, and evaluate the contractor's performance at any time during the life of the contract and/or TO.

3.2 Contracting Officer's Representative

The COR is responsible for the base contract and all related task orders. It is the COR's responsibility to ensure that contractor performance is in accordance with the technical requirements of the contract and that contractual issues are elevated to the CO. The COR develops and applies procedures for performing government quality assurance surveillance actions. The COR shall provide the CO with regular reports and updates on contractor performance. The COR will serve as the government representative for monitoring, surveillance, evaluating and performing quality assurance activities.

The COR responsibilities are contained in the written Letter of Designation from the CO and include the following activities:

- Inspection of the product, work, supplies, and/or services.
- Recommendation of acceptance or rejection of the product, work, supplies, and/or services.
- Assisting the CO in evaluating the contractor's reply to rejection notification.
- Maintaining and securing a comprehensive project file until the completion of the task order at which point the file will be forwarded to the CO.
- Ensures that contractor quantity, cost effectiveness, timeliness, and performance is monitored, assessed, recorded, and documented.
- Establishing and maintaining regular communication with the CO regarding contractor performance including relevant information, reports, and status.

3.3 FEMA Storage and Staging Personnel

The FEMA Storage and Staging Personnel responsibilities are to inspect units upon receipt and conduct scheduled "FEMA preventative maintenance" inspections.

3.4 FEMA Manufactured Home Installation Team

The Manufactured Home Installation Team responsibilities are to report to the COR any issues with unit quality that could not be discovered until the unit has power, water and sewer connections.

3.5 Contractor

The contractor must develop a QCP, subject to CO and COR approval, that sets forth procedures and responsibilities for ensuring high-quality work adequately addressing and supporting the mission requirements, objectives, and schedules in the most cost-efficient manner. The QCP shall indicate the process for ensuring that manufactured home are in compliance with HUD Code.

4. Methods of Surveillance

4.1 Identifying the Method of Surveillance

The Government will assess the Contractor's performance using the methods of surveillance identified for each identified task listed in the QAP Matrix. The Government may change time frames and methods of surveillance to measure performance. If one method of surveillance identifies potentially unsatisfactory performance, defects, and/or deficiencies having an impact on the task objectives, the COR may determine if a follow-up analysis or a different method of surveillance is appropriate.

4.2 Surveillance Methods

The following surveillance methods shall be applied to monitor contractor performance. The COR has the authority to monitor, survey, and evaluate the Contractor's performance at any time. Surveillance and associated activities will be documented, reviewed by the COR, and entered into the Performance Evaluation Worksheets and Calculator.

The COR will perform two essential monitoring functions. One function will focus on monitoring Contractor's performance regarding the timely execution of the task order and the delivery of the finished product that is completed on schedule. The other function will focus on monitoring the Contractor's quality control process to ensure the delivery of a high quality product.

4.3 100% Inspection

When this type of surveillance is used, the COR shall assign a site inspection team to monitor, survey, and evaluate the Contractor's performance each time the Contractor delivers a unit associated with the task order.

This is an inspection method whereby all units of a task order are monitored. This method provides the best indication of Contractor performance and is the most thoroughly documented

4.4 Random Inspection

When this type of surveillance is used, the COR shall assign a site inspection team to monitor, survey, and evaluate the Contractor's performance at random when the Contractor delivers a unit associated with the task order.

This is an inspection method whereby a select type and number of units of a task order are monitored.

4.5 Documents Analysis

The COR shall perform 100 percent inspections of the documents received. If the documents identify any trends, issues, or information that could negatively impact the mission, the Contractor may need to perform additional analysis. This method of surveillance allows the COR to evaluate the outputs or reports through the use of management information systems. When using generated reports that indicate a possible performance or quality concern, the COR will use other methods to confirm quality, quantity, and/or investigate problem areas.

4.6 Progress and Status Meetings

Progress or status meetings shall be held as required with the Contractor, determined by the COR. These meetings will allow the COR and Contractor the opportunity to review and discuss any and all issues related to the execution of the task order.

4.7 Monitoring Techniques

Monitoring techniques to be utilized are:

- Direct observation/inspection
- Site visits
- Conducting meetings
- Onsite visits and other personal observations
- Phone calls
- Reviewing Contractor documents
- Reviewing Contractor requests (material change)
- Contacting other Government offices
- Reviewing tracking and management systems

5. Implementation of the QAP

5.1 Surveillance Intervals (Periods)

The COR shall use the Performance Evaluation Worksheets to identify and monitor Contractor performance on an as-needed basis until the work performed under the work order is completed. FEMA requires the Contractor to deliver acceptable and quality work. If the Contractor's performance does not appear to address the requirement as determined by the COR, the COR has the option to increase the level of surveillance to protect the rights of the Government and maintain the desired performance and quality. More frequent evaluations may be warranted when the work order period of performance is very short, the work order volume or scope of work is considered too risky to the Government, or prior work documentation reflected quality and performance concerns.

In Progress Review (IPR) meetings may also be scheduled by the COR to review the Contractor's QCP and Contractor provided reports and information resulting from the Contractor's quality

control efforts in order to assess overall Contractor performance for the task order. If the Contractor anticipates a need for an IPR to address concerns they may request that the COR set up a meeting. The request should be a formal request in writing from the Contractor Program Manager (PM).

5.2 Performance Criteria

Results of surveillance activities or events will be documented using the criteria noted in Appendices 1 and 2 below. Services shall ordinarily not be accepted before completion of Government contract quality assurance actions (FAR Part 46.5).

Most task orders awarded under the contract shall be evaluated utilizing task order specific criteria including but not limited to the Manufactured Housing Inspection Checklists. These checklists will be used to record what the COR or inspections team has monitored. All ratings assigned by the COR must be supported with formal documentation and entered in the comments section of the activity checklist.

The contract will be analyzed on an annual basis using the criteria outlined in Appendix 2 and the results from each task order evaluation.

5.2.1 Ratings

5.2.1.1 Outstanding Rating (O)

An Outstanding Rating is defined in the matrix below as it relates to the specific Performance Area.

5.2.1.2 Excellent Rating (E)

An Excellent Rating is defined in the matrix below as it relates to the specific Performance Area.

5.2.1.3 Satisfactory Rating (S)

A Satisfactory Rating is defined in the matrix below as it relates to the specific Performance Area.

5.2.1.4 Marginal Rating (M)

A Marginal Rating is defined in the matrix below as it relates to the specific Performance Area.

5.2.1.5 Unsatisfactory Rating (U)

An Unsatisfactory Rating is defined in the matrix below as it relates to the specific Performance Area.

5.3 Rating Determination

Determination of the contractor's rating for each task order will involve evaluating performance using the applicable QAP Matrix, Performance Evaluation Sheet and Checklist(s). To the extent possible, the Government has made the individual criteria as quantitative as possible to reduce the level of subjectivity in the evaluation process.

The COR shall assign a rating for each area in accordance with the performance standards and metrics identified in the applicable QAP Matrix. The COR shall closely review the performance, surveillance data and other available information to make a determination of the rating for the period. The COR will document any impacts, negative or positive on performance of the primary contractor which includes the subcontractors. The Government is also aware that work orders may require substantial coordination efforts with County, City, State, and Federal agencies and personnel. Wherever possible, the COR will note mitigating circumstances that are outside the contractor's control when making evaluations.

Where applicable, the COR will use a specific quality assurance checklist and/or worksheet to monitor contractor performance of associated requirements. During a performance period, multiple checklists may be used to document findings and these will form the basis of the rating the contractor will receive.

5.4 Surveillance Outcomes

The results of surveillance activities will be documented using the Performance Evaluation Worksheets to determine the contractor's performance.

5.5 Response to Surveillance Outcomes

5.5.1 Contractor Notification of Surveillance Outcomes

The COR will inform the contractor of potentially unsatisfactory performance by issuing a Discrepancy Report, (Appendix 4) as soon as the discrepancy is noted and request the contractor's initials and date on the Task Order Discrepancy Report form. By initialing and dating the form, the contractor is acknowledging that they have been notified of the potential discrepancy. The representative is not agreeing or disagreeing with the discrepancy report but acknowledging receipt of the form.

If the contractor disputes the results of the evaluation, the COR shall arrange for a meeting with the CO, in person or by telephone conference to attempt to resolve the matter. The COR shall provide the form and written narrative to substantiate the findings to the CO.

5.5.2 Nonconforming Outcomes

When nonconforming supplies or services are identified, the CO shall give the Contractor an opportunity to correct or replace the nonconforming supplies or services when this can be accomplished within the required delivery schedule, see Appendix # 2 – Contract Performance

Requirement QAP Matrix, CPA #4. FEMA will provide the time for repairs to the contractor based on the quantity of units that require repair, the complexity of the repair and the availability of materials or other issues that FEMA deems reasonable to take into consideration. Unless the contract specifies otherwise, correction or replacement shall be made without additional cost to the Government.

If the nonconformance is major or critical, the supplies and/or services will not be accepted. The CO shall discourage the contractor from offering nonconforming supplies or services.

For minor nonconformance, the COR within his/her authority and responsibility may recommend the following to the CO:

1. Accept and have the contractor replace at no additional cost.
2. Accept and FEMA will replace or repair and charge the contractor.
3. Accept at price reduction.
4. Reject.

The COR does not have the authority to approve any of the above courses of action and shall not discuss this with the contractor.

For supplies and services with minor nonconformance, the CO can consider identifying the value of the individual work requirements or tasks that may be subject to a price or fee reduction. This value may be used to determine an equitable adjustment for nonconforming services for fixed price work orders.

The CO will provide a notice of rejection promptly to the contractor, which will include the reasons for rejection. Promptness in giving this notice is essential because, if the rejection is not furnished, acceptance may, in certain circumstances, be implied as a matter of law, in compliance with FAR 46.407(g). The notice must be in writing.

5.5.3 Discrepancy Report (DR)

A DR can be initiated by the COR at any time during the evaluation period when the results of an evaluation show unsatisfactory or marginal performance for the task order period being monitored or when the contractor is performing below the acceptable performance level (APL). An example of the DR is included in this document as Appendix 4.

If the performance is below satisfactory excusable circumstances, the following steps will be followed:

1. The COR discusses the potential issue with the contractor PM and provides a DR.
2. The COR notifies the CO of concurrence or non-concurrence.
3. Upon receipt of the contractor's response, the CO, in consultation with the COR must evaluate the contractor's response and take appropriate action.

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Task Order Performance Area (TOPA)	PERFORMANCE REQUIREMENT	STANDARD
TOPA#1 First Article Testing: Timeliness	<p>The vendor shall complete First Articles (one of each unit type required by FEMA in the task order) within the timeframe specified in the contract/task order and have them ready for inspection at the test facility.</p> <p>The vendor shall notify FEMA as to the date that the manufactured homes shall be ready for FEMA's inspection. FEMA shall, at the Agency's discretion, send an inspector or inspection team on or after the completion date.</p>	<p>Outstanding: The vendor has all First Articles ready for inspection up to and not more than three weeks after issuance of TO.</p> <p>Excellent: The vendor has all First Articles ready for inspection between three weeks and one day and not more than three and a half weeks after issuance of TO.</p> <p>Satisfactory The vendor has all First Articles ready for inspection between three and a half weeks and one day and not more than four weeks after issuance of TO.</p> <p>Marginal: The vendor has all First Articles ready for inspection between four weeks and one day and not more than five weeks after issuance of TO.</p> <p>Unsatisfactory: The vendor has all First Articles ready for inspection more than five weeks after issuance of TO.</p>
TOPA #2 First Article Testing: Quality	<p>The Contractor shall produce one of each MHU type for the Government for first article inspection at the test facility.</p> <p>Units shall meet all of the requirements of the contract and the first article inspection checklist (Section J: Attachment 4).</p>	<p>Outstanding: Unit is ready for immediate shipment/deployment.</p> <p>Excellent: Unit is ready for shipment/deployment within one business day of inspection.</p> <p>Satisfactory: Unit is ready for shipment/deployment within two</p>

Task Order Performance Area (TOPA)	PERFORMANCE REQUIREMENT	STANDARD
		<p>business days of inspection.</p> <p>Marginal: Unit is ready for shipment/deployment within four business days of inspection.</p> <p>Unsatisfactory: Unit is ready for shipment/deployment in more than four business days of inspection.</p>
<p>TOPA #3</p> <p>Unit Production: Quality</p>	<p>The Contractor shall deliver units to a specific location where the MHU's will be inspected using the "Manufacturing Home Inspection Checklist" (Section J: Attachment 4). After inspection, units shall be barcoded and ready for dispatch to the disaster area of operation.</p>	<p>Outstanding: 100% of the units are ready for dispatch after inspection.</p> <p>Excellent: 95% to less than 100% of the units are ready for dispatch after inspection.</p> <p>Satisfactory: 90% to less than 95% of the units are ready for dispatch after inspection.</p> <p>Marginal: 80% to less than 90% of the units are ready for dispatch after inspection.</p> <p>Unsatisfactory: less than 80% of the units are ready for dispatch after inspection.</p>
<p>TOPA #4</p> <p>Unit Delivery: Acceptance Rate</p>	<p>The Contractor shall deliver a unit to be inspected by the receiving location, after successfully passing inspection the unit will be barcoded.</p> <p>The Unit Delivery Acceptance Rate is defined by how many delivered units are received and barcoded per week.</p>	<p>Outstanding: 100% of units delivered in a week are accepted.</p> <p>Excellent: Less than 100% but more than 95% of units delivered in a week are accepted.</p> <p>Satisfactory: Less than 95% but more than 90% of units delivered</p>

Task Order Performance Area (TOPA)	PERFORMANCE REQUIREMENT	STANDARD
	<p>To meet the performance requirement, units shall be received and barcoded (checked in) during the hours of operation for each receiving location. If a unit is delivered after the hours of operations or the check in process extends beyond the hours of operation, the delivery date will recorded as the next business day.</p> <p>Receiving hours: 8:00am to 2:00pm (Local/Receiving location Time Zone)</p> <p>Operational day: Monday to Friday excluding Federal Holidays</p>	<p>in a week are accepted.</p> <p>Marginal: Less than 90% but more than 80% of units delivered in a week are accepted.</p> <p>Unsatisfactory: Less than 80% of units delivered in a week are accepted.</p>
<p>TOPA #5</p> <p>Failed Unit Re-Inspection: Timeliness</p>	<p>The contractor shall repair and return units that fail inspection. Failed units shall meet the contract requirements upon re-inspection within a reasonable timeframe.</p>	<p>Outstanding: no rating</p> <p>Excellent: no rating</p> <p>Satisfactory: All units that fail inspection are returned to FEMA for re-inspection and acceptance within 24 hours.</p> <p>Marginal: 10% or less of the units are returned to FEMA for re-inspection and acceptance in less than 48 hours. The remaining units are returned and accepted within 24 hours.</p> <p>Unsatisfactory: Anything below marginal.</p>

Task Order Performance Area (TOPA)	PERFORMANCE REQUIREMENT	STANDARD
TOPA #6 Failed Unit Re-Inspection: Quality	The contractor shall repair and return units that fail inspection. Failed units shall meet the contract requirements upon re-inspection.	<p>Outstanding: no rating</p> <p>Excellent: no rating</p> <p>Satisfactory: Upon re-inspection, all units pass inspection.</p> <p>Marginal: Any unit has to be re-inspected a second time.</p> <p>Unsatisfactory: Any unit has to be re-inspected more than twice.</p>
TOPA #7 Repair (Direct Delivery): Timeliness	<p>Repair timeliness is the time that the manufacturer takes to perform a repair in order to make direct delivered MHUs compliant with the Contract and/or task order requirements and RFD.</p> <p>Repair is defined as any correction to an item that is discovered not to be in compliance with the acceptance checklist.</p> <p>Note: The vendor will not be scored on work that is not performed by them or their personnel. For example, if the vendor cannot meet the FEMA required timeframe, FEMA has the option to proceed and hire services for repair at the vendor's expense.</p> <p>However, the vendor will be evaluated under communication per this QAP, if the vendor does not communicate their inability to perform a timely repair as required it will be reflected in the communications evaluation scoring.</p>	<p>Outstanding: 98% or more of the units where repaired in less than 24 hours. No unit takes more than 48 hours to repair.</p> <p>Excellent: 95% to less than 98% of the units where repaired in less than 24 hours. No unit takes more than 48 hours to repair.</p> <p>Satisfactory: 95% to less than 98% of the units where repaired in less than 48 hours. No unit takes more than 72 hours to repair.</p> <p>Marginal: 90% to less than 95% of the units where repaired in less than 48 hours. No unit takes more than 96 hours to repair.</p> <p>Unsatisfactory: More than 10% the units where repaired in more than 48 hours. Any unit takes more than 96 hours to repair.</p>

Task Order Performance Area (TOPA)	PERFORMANCE REQUIREMENT	STANDARD
TOPA#8 Quality of Units Delivered (Initial Installation)	<p>Quality of Units Delivered: Is a measurement that considers and evaluate all units delivered and any issues that prevent the unit from being occupied during the initial installation. These units may or may not be delivered directly to a FEMA Manufactured Housing Unit mission. Issues evaluated by this performance factor cannot be discovered during FEMA's acceptance inspection as they only become apparent when a unit is connected to the utility grid (water, sewer, and electric) and all systems are energized, powered up, pressurized or otherwise tested. Units delivered to FEMA are required to be built with high quality standards and free from such hidden defects.</p> <p>Items, including, but not limited to, those on the charge back list (Attachment 12), are defined as a Hidden Defects</p> <p>*Hidden Defect: A defect that is found during the initial install of the MHU. These defects are defects that cannot be found while performing the Acceptance Inspection (Visual Scan).</p>	<p>Outstanding: 100% of the units installed the first time in a disaster did not require perform a repair/replacement using the charge back program</p> <p>Excellent: 98% to less than 100% of the units installed the first time in a disaster area require a repair/replacement using the charge back program</p> <p>Satisfactory: 95% to less than 98% of the units installed the first time in a disaster area require a repair/replacement using the charge back program</p> <p>Marginal: 90% to less than 95% of the units installed the first time in a disaster area require a repair/replacement using the charge back program.</p> <p>Unsatisfactory: Less than 90% of the units installed the first time in a disaster area require a repair/replacement using the charge back program</p>
TOPA #9 Repair: Quality	<p>Repairs shall be made so that the unit is compliant with the contract requirements after repairs.</p>	<p>Outstanding No rating</p> <p>Excellent: No Rating</p> <p>Satisfactory: 100% of the units did not require rework.</p> <p>Marginal: No more than 3% but less than 5% of the units require</p>

Task Order Performance Area (TOPA)	PERFORMANCE REQUIREMENT	STANDARD
		<p>rework.</p> <p>Unsatisfactory: No more than 5% but less than 10% of the units require rework.</p>
<p>TOPA #10</p> <p>Repair (Storage and Staging): Timeliness</p>	<p>Repair (Storage and Staging): Storage and Staging timeliness refers to the time that takes the contractor to repair a Unit that has been accepted by FEMA and it is in Storage or Staging.</p> <p>This includes all warranty items, except for Charge Back items.</p> <p>Performance Timeline:</p> <ol style="list-style-type: none"> 1. The contractor shall have no more than three (3) calendar days to have a representative arrive at designated FEMA location (e.g., FEMA Storage – Cumberland, MD, Selma, AL, or a FEMA staging area location within a disaster recovery/response operating area). 2. The vendor shall have no more than five (5) calendar days after the date of inspection to provide FEMA with a proposed course of action to make any and all required repairs or provide replacement items. This plan shall include a proposed timeline. 3. The COR shall review and negotiate with the contractor an acceptable timeline for the repairs. (Note: The CO becomes the final arbiter of the repair timeline if the contractor and COR cannot agree.) 	<p>Outstanding: 98% or more of the units where fully repaired (with no follow on repairs) in timeframe agreed between FEMA and the contractor.</p> <p>Excellent: 95% to less than 98% units where fully repaired (with no follow on repairs) in timeframe agreed between FEMA and the contractor.</p> <p>Satisfactory: 90% to less than 95% units where fully repaired (with no follow on repairs) in timeframe agreed between FEMA and the contractor.</p> <p>Marginal: 85% to less than 90% units where fully repaired (with no follow on repairs) in timeframe agreed between FEMA and the contractor.</p> <p>Unsatisfactory: less than 85% units where fully repaired (with no follow on repairs) in timeframe agreed between FEMA and the contractor.</p>

Task Order Performance Area (TOPA)	PERFORMANCE REQUIREMENT	STANDARD
	<p>4. The contractor shall perform all repair/replacement work within the agreed upon timeline.</p> <p>*NOTE: The contractor will be evaluated per repair instance; however, if the contractor has to perform another repair in a repair previously performed, it will receive an unsatisfactory rating.</p>	
<p>TOPA #11: Communication: Timeliness</p>	<p>FEMA will rate the vendor on the ability to communicate required information that is not scheduled.</p> <p>For example: advance notification of production delays or a timely request for a change in materials used.</p> <p>Proactive communication: FEMA will rate the vendor in the ability to communicate anticipated issues and conflicts ahead of time. For example, If there are anticipated issues (i.e. Production delay), the Vendor shall communicate with the COR and maintain communication with the COR informed while the issue is resolved.</p>	<p>Outstanding: There are no instances where slow or no notification impact production or quality.</p> <p>Excellent: no rating</p> <p>Satisfactory: There is no more than one (1) instance where show or no notification impacts production or quality.</p> <p>Marginal: There are no more than two (2) instances where show or no notification impacts production or quality.</p> <p>Unsatisfactory: There are more than two (2) instances where show or no notification impacts production or quality.</p>
<p>TOPA #12: Communication: Scheduled</p>	<p>FEMA will rate the vendor on the ability to communicate scheduled information in a timely manner.</p> <p>For example: the vendor is required to notify FEMA 15 days prior to the completion of units for First Article</p>	<p>Outstanding 100% of the scheduled communication is provided within the specified timelines.</p> <p>Excellent 99% to less than 100% of the scheduled communication is provided within the specified</p>

Task Order Performance Area (TOPA)	PERFORMANCE REQUIREMENT	STANDARD
	testing.	<p>timelines.</p> <p>Satisfactory 98% to less than 99% of the scheduled communication is provided within the specified timelines.</p> <p>Marginal: 95% to less than 98% of the scheduled communication is provided within the specified timelines.</p> <p>Unsatisfactory: less than 95% of the scheduled communication is provided within the specified timelines.</p>
TOPA #13: Document Accuracy <i>(Certificates of Origin and Invoices)</i>	Submitted documents must be reviewed by the vendor as to be devoid of discrepancies or incorrect information. For example: invoices must contain accurate and correct pricing, an accurate unit description and an accurate Certificates of Origin (COO)	<p>Outstanding: There are no discrepancies or inaccurate information contained in the document.</p> <p>Excellent: no rating</p> <p>Satisfactory: There is no more than one (1) discrepancy contained in the document.</p> <p>Marginal: There are no more than two (2) discrepancies contained in the document.</p> <p>Unsatisfactory: There are more than two (2) discrepancies contained the document.</p>

Task Order Performance Area (TOPA)	PERFORMANCE REQUIREMENT	STANDARD
TOPA #14 Task Order Management	Performance task order management for quality is defined as the number of instances where the COR must intervene to correct the vendor. This can be done by issuing a formal written notice or by involving the Contracting Officer.	<p><i>Outstanding</i> There are no performance quality issues during the period of performance.</p> <p><i>Excellent</i> There are quality issues during the period of performance; however, none of the quality issues rise to a level that requires a formal memorandum or contracting officer intervention.</p> <p><i>Satisfactory</i> There is no more than one (1) formal memorandum or contracting officer intervention.</p> <p><i>Marginal</i> There is more than one (1) and less than five (5) quality issues that require either a formal memorandum or contracting officer intervention.</p> <p><i>Unsatisfactory</i> There are more than five (5) quality issues that require either a formal memorandum or contracting officer intervention.</p>

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Contract Performance Area (CPA)	PERFORMANCE REQUIREMENT	STANDARD
CPA#1 Long Term Unit Quality	The Contractor shall deliver units to a specific location where the MHU's will be inspected using the "Manufactured Home inspection checklist". After inspection and acceptance, units shall be stored at manufactured housing storage site or ready for dispatch to the disaster area of operation.	<p>Outstanding: 100% of the units are ready for dispatch after 12 months in storage</p> <p>Excellent: 95% to less than 100% of the units are ready for dispatch after 12 months in storage</p> <p>Satisfactory: 90% to less than 95% of the units are ready for dispatch after 12 months in storage</p> <p>Marginal: 80% to less than 90% of the units are ready for dispatch after 12 months in storage</p> <p>Unsatisfactory: less than 80% of the units are ready for dispatch after 12 months</p>
CPA#2 Communication Timely	<p>FEMA will rate the vendor on the ability to communicate required information that is not scheduled.</p> <p>For example: advance notification of production delays or a timely request for a change in materials used.</p> <p>Proactive communication: FEMA will rate the vendor in the ability to communicate anticipated issues and conflicts ahead of time. For example, If there are anticipated issues (i.e. Production delay), the Vendor shall communicate with the COR and maintain communication with the COR informed while</p>	<p>Outstanding: There are no instances where slow or no notification impact production or quality.</p> <p>Excellent: no rating</p> <p>Satisfactory: There is no more than one (1) instance where show or no notification impacts production or quality.</p> <p>Marginal: There are no more</p>

Contract Performance Area (CPA)	PERFORMANCE REQUIREMENT	STANDARD
	the issue is resolved.	<p>than two (2) instances where show or no notification impacts production or quality.</p> <p>Unsatisfactory: There are more than two (2) instances where show or no notification impacts production or quality.</p>
<p>CPA#3</p> <p>Quality of Units Delivered (Initial Installation)</p>	<p>Quality of Units Delivered: Is a measurement that considers and evaluate all units delivered and any issues that prevent the unit from being occupied during the initial installation. These units may or may not be delivered directly to a FEMA Manufactured Housing Unit mission. Issues evaluated by this performance factor cannot be discovered during FEMA's acceptance inspection as they only become apparent when a unit is connected to the utility grid (water, sewer, and electric) and all systems are energized, powered up, pressurized or otherwise tested. Units delivered to FEMA are required to be built with high quality standards and free from such hidden defects.</p> <p>Items, including, but not limited to, those on the charge back list (Attachment 12), are defined as a Hidden Defects</p> <p>*Hidden Defect: A defect that is found during the initial install of the MHU. These defects are defects that cannot be found while performing the Acceptance Inspection (Visual Scan).</p>	<p>Outstanding: 100% of the units installed the first time in a disaster did not require perform a repair/replacement using the charge back program</p> <p>Excellent: 98% to less than 100% of the units installed the first time in a disaster area require a repair/replacement using the charge back program</p> <p>Satisfactory: 95% to less than 98% of the units installed the first time in a disaster area require a repair/replacement using the charge back program</p> <p>Marginal: 90% to less than 95% of the units installed the first time in a disaster area require a repair/replacement using the charge back program.</p> <p>Unsatisfactory: Less than 90% of the units installed the first time in a disaster area require a repair/replacement using the charge back</p>

Contract Performance Area (CPA)	PERFORMANCE REQUIREMENT	STANDARD
		program.
CPA #4 Repair (Storage and Staging): Timeliness	<p>Repair (Storage and Staging): Storage and Staging timeliness refers to the time that takes the contractor to repair a Unit that has been accepted by FEMA and it is in Storage or Staging.</p> <p>This includes all warranty items, except for Charge Back items.</p> <p>Performance Timeline:</p> <ol style="list-style-type: none"> 1. The contractor shall have no more than three (3) calendar days to have a representative arrive at designated FEMA location (e.g., FEMA Storage – Cumberland, MD, Selma, AL, or a FEMA staging area location within a disaster recovery/response operating area). 2. The vendor shall have no more than five (5) calendar days after the date of inspection to provide FEMA with a proposed course of action to make any and all required repairs or provide replacement items. This plan shall include a proposed timeline. 3. The COR shall review and negotiate with the contractor an acceptable timeline for the repairs. (Note: The CO becomes the final arbiter of the repair timeline if the contractor and COR cannot agree.) 4. The contractor shall perform all repair/replacement work within the agreed upon timeline. 	<p>Outstanding: 98% or more of the units where fully repaired (with no follow on repairs) in time period agreed between FEMA and the contractor.</p> <p>Excellent: 95% to less than 98% units where fully repaired (with no follow on repairs) in time period agreed between FEMA and the contractor.</p> <p>Satisfactory: 90% to less than 95% units where fully repaired (with no follow on repairs) in time period agreed between FEMA and the contractor.</p> <p>Marginal: 85% to less than 90% units where fully repaired (with no follow on repairs) in time period agreed between FEMA and the contractor.</p> <p>Unsatisfactory: less than 85% units where fully repaired (with no follow on repairs) in time period agreed between FEMA and the contractor.</p>

Contract Performance Area (CPA)	PERFORMANCE REQUIREMENT	STANDARD
	*NOTE: The contractor will be evaluated per repair instance; however, if the contractor has to perform another repair in a repair previously performed, it will receive an unsatisfactory rating.	
CPA #5 Repair: Quality	Repairs shall be made so that the unit is compliant with the contract requirements after repairs.	<p>Outstanding No rating</p> <p>Excellent: No Rating</p> <p>Satisfactory: 100% of the units did not require rework.</p> <p>Marginal: No more than 3% but less than 5% of the units require rework.</p> <p>Unsatisfactory: No more than 5% but less than 10% of the units require rework.</p>
CPA#6 Contract Management	Performance contract management for quality is defined as the number of instances where the COR must intervene to correct the vendor. This can be done by issuing a formal written notice or by involving the Contracting Officer.	<p>Outstanding There are no performance quality issues during the period of performance.</p> <p>Excellent There are quality issues during the period of performance; however, none of the quality issues rise to a level that requires a formal memorandum or contracting officer intervention.</p> <p>Satisfactory There is no more than one (1) formal memorandum or contracting officer intervention.</p> <p>Marginal There is more than</p>

Contract Performance Area (CPA)	PERFORMANCE REQUIREMENT	STANDARD
		<p>one (1) and less than five (5) quality issues that require either a formal memorandum or contracting officer intervention.</p> <p>Unsatisfactory There are more than five (5) quality issues that require either a formal memorandum or contracting officer intervention.</p>
CPA #7 Overall Task Order's Performance	This criterion includes an average of their score of all task orders completed during the contract year.	<p>Outstanding: The net average score is 4.</p> <p>Excellent: The net average score is 3 to less than 4.</p> <p>Satisfactory: The net average score is 2 to less than 3.</p> <p>Marginal: The net average score is 1 to less than 2.</p> <p>Unsatisfactory. The net average score is less than 1.</p>

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636

APPENDIX #3: Performance Requirements Rating Calculation

Vendors will have performance calculated for each task order awarded. IN addition, vendors will have an annual score calculated for the contract. Task order scores will be calculated during task order closeout and will be based on all applicable task order performance areas. Contract annual scores will be calculated based on a calculation that includes the contract performance areas and the task order scores. Scores will be calculated in accordance with the methodologies described below.

General Calculation Guidelines

For each performance standard the following point system applies to the listed rating. Should a performance area not apply, it will not be used as part of the overall rating calculation. The point system will be used to calculate the contractors performance using the methodology listed below.

Each rating has the following number of points:

Outstanding – 4 points

Excellent – 3 points

Satisfactory – 2 points

Marginal – 1 point

Unsatisfactory – 0 points

During all calculations the following arithmetic rule will apply:

Point value calculations resulting in a number less than .5 will be rounded down to the next whole number; point value calculations resulting in a number equal to or greater than .5 will be rounded up to the next whole number.

Individual performance area scores will be calculated periodically as well as at the conclusion of the period of performance.

TASK ORDER PERFORMANCE

Task order performance is calculated based on all applicable task order performance areas (TOPA). The following are the TOPAs:

1. First Article Testing: Timeliness
2. First Article Testing: Quality
3. Unit Production: Quality
4. Unit Delivery: Acceptance Rate
5. Failed Unit Re-Inspection – Timeliness
6. Failed Unit Re-Inspection – Quality
7. Repair (Direct delivery) – Timeliness
8. Quality of Units Delivered
9. Repair Quality

- 672 10. Repair (Storage and Staging) Timeliness
- 673 11. Communication Timeliness
- 674 12. Communication Scheduled
- 675 13. Document Accuracy
- 676 14. Task Order Management

677 A TOPA is considered applicable when it has been used to calculate a rating. For example if a contractor if
678 no delivered units fail inspection then TOPA Failed Unit Re-Inspection – Timeliness and Failed Unit
679 Re-Inspection – Quality would not be used as part of the calculations.

680 **TOPA #1 First Article Testing: Timeliness**

681 *Calculation formula:* Each appropriate performance record reviewed will be assigned the corresponding
682 number of points based on the performance standard.

683 The assigned points will be totaled and then averaged for the number of records in the sample group.

684 Example: if 10 First Article Test inspections records are reviewed for the timeliness and the contractor
685 receives the following point scores:

686 4, 4, 4, 4, 3, 3, 3, 3, 4, 4, = 36

687 36 total points divided by 10 samples = 3.6

688 Then the score for the month will be Outstanding based on a rounded rating of 4 points.

689 First Article Testing Timeliness sub-score will be averaged within the other TOPA sub-scores as described
690 below to arrive at one Overall Performance score.

691 **TOPA #2 First Article Testing: Quality**

692 *Calculation formula:* Each appropriate performance record reviewed will be assigned the corresponding
693 number of points based on the performance standard.

694 The assigned points will be totaled and then averaged for the number of records in the sample group.

695 Example: if 10 First Article Test inspections are reviewed for the survey quality and accuracy and the
696 contractor receives the following point scores:

697 4, 4, 4, 4, 3, 3, 3, 3, 4, 4, = 36

698 36 total points divided by 10 samples = 3.6

699 Then the score for the month will be Outstanding based on a rounded rating of 4 points.

700 First Article Testing Quality sub-score will be averaged within the other TOPA sub-scores as described
701 below to arrive at one Overall Performance score.

702 **TOPA#3 Unit Production: Quality**

703 **Calculation formula:** Each appropriate performance record reviewed will be assigned the corresponding
704 number of points based on the performance standard.

705 The assigned points will be totaled and then averaged for the number of records in the sample group.

706 Example: if 10 Unit Production: Quality and records are reviewed for the survey timeframe and the
707 contractor receives the following point scores:

708 4, 4, 3, 2, 3, 3, 3, 0, 1, 4, = 27

709 27 total points divided by 10 samples = 2.7

710 Then the score for the month will be Excellent based on a rounded rating of 3 points.

711 This Unit Production: Quality sub-score will be averaged within the other TOPA sub-scores as described
712 below to arrive at one Overall Performance score.

713 **TOPA#4 Unit Delivery: Acceptance Rate**

714 **Calculation formula:** Each appropriate performance record reviewed will be assigned the corresponding
715 number of points based on the performance standard.

716 The assigned points will be totaled and then averaged for the number of records in the sample group.

717 Example: if 10 Unit Delivery: Acceptance Rate samples are reviewed for the survey quality and accuracy
718 and the contractor receives the following point scores:

719 4, 4, 4, 4, 3, 3, 3, 3, 4, 4, = 36

720 36 total points divided by 10 samples = 3.6

721 Then the score for the month will be Outstanding based on a rounded rating of 4 points.

722 This Unit Delivery: Acceptance Rate sub-score will be averaged within the other TOPA sub-scores as
723 described below to arrive at one Overall Performance score.

724 **TOPA#5 Failed Unit Re-Inspection - Timeliness**

725 **Calculation formula:** Each appropriate performance record will be assigned the corresponding number of
726 points based on the performance standard.

727 The assigned points will be totaled and then averaged for the number of records in the sample group.

728 Example: if 10 Failed Inspection: Timeliness samples are reviewed to review timeframe and the contractor
729 receives the following point scores:

730 4, 4, 3, 2, 3, 3, 3, 0, 1, 4, = 27

731 27 total points divided by 10 samples = 2.7

732 Then the score for the month will be Excellent based on a rounded rating of 3 points.

733 This Failed Re-Inspection – Timeliness sub-score will be averaged within the other TOPA sub-scores as
734 described below to arrive at one Overall Performance score.

735 **TOPA#6: Failed Unit Re-Inspection: Quality**

736 *Calculation formula:* Each appropriate performance record reviewed will be assigned the corresponding
737 number of points based on the performance standard.

738 The assigned points will be totaled and then averaged for the number of records in the sample group.

739 Example: if 10 Failed Re-Inspection: Samples are reviewed to review the quality and the contractor
740 receives the following point scores:

741 4, 3, 4, 4, 3, 3, 3, 2, 1, 4, = 31

742 31 total points divided by 10 samples = 3.1

743 Then the score for the month will be Excellent based on a rounded rating of 3 points.

744 This Failed Re-Inspection: Quality sub-score will be averaged within the other TOPA sub-scores as
745 described below to arrive at one Overall Performance score.

746 **TOPA#7 Repair (Direct Delivery) Timeliness**

747 *Calculation formula:* Each appropriate performance record reviewed will be assigned the corresponding
748 number of points based on the performance standard.

749 The assigned points will be totaled and then averaged for the number of records in the sample group.

750 Example: if 10 Repair (Direct Delivery) Timeliness- Samples and records are reviewed for the survey
751 timeframe and the contractor receives the following point scores:

752 4, 4, 4, 4, 3, 3, 3, 3, 4, 4, = 36

753 36 total points divided by 10 samples = 3.6

754 Then the score for the month will be Outstanding based on a rounded rating of 4 points.

755 This Repair (Direct Delivery) Timeliness: sub-score will be averaged within the other TOPA sub-scores as
756 described below to arrive at one Overall Performance score.

757 **TOPA#8 Quality of Units Delivered**

758 *Calculation formula:* Each appropriate performance record will be assigned the corresponding number of
759 points based on the performance standard.

760 The assigned points will be totaled and then averaged for the number of records in the sample group.

761 Example: if 10 Quality of Unit Delivered records are inspected to evaluate the quality of units delivered and
762 the contractor receives the following point scores:

763 4, 3, 4, 4, 3, 3, 3, 2, 1, 4, = 31

764 31 total points divided by 10 samples = 3.1

765 Then the score for the month will be Excellent based on a rounded rating of 3 points.

766 This Quality of Units Delivered sub-score will be averaged within the other PA sub-scores as described
767 below to arrive at one Overall Performance score.

768 **TOPA#9 Repair - Quality**

769 *Calculation formula:* Each appropriate performance record reviewed will be assigned the corresponding
770 number of points based on the performance standard.

771 The assigned points will be totaled and then averaged for the number of records in the sample group.

772 Example: if 10 Repair Quality records and samples are reviewed for the survey the repair quality, contractor
773 receives the following point scores:

774 4, 4, 3, 2, 3, 3, 3, 0, 1, 4, = 27

775 27 total points divided by 10 samples = 2.7

776 Then the score for the month will be Excellent based on a rounded rating of 3 points.

777 This Repair Quality sub-score will be averaged within the other PA sub-scores as described below to arrive
778 at one Overall Performance score.

779 **TOPA#10 Repair (Storage and Staging) Timeliness**

780 *Calculation formula:* Each appropriate performance record reviewed will be assigned the corresponding
781 number of points based on the performance standard.

782 The assigned points will be totaled and then averaged for the number of records in the sample group.

783 Example: if 10 Repair (Storage and Staging) samples are reviewed for the survey timeframe and the
784 contractor receives the following point scores:

785 4, 4, 3, 2, 3, 3, 3, 0, 1, 4, = 27

786 27 total points divided by 10 samples = 2.7

787 **TOPA#11 Communications - Timeliness**

788 *Calculation formula:* Each appropriate performance record reviewed will be assigned the corresponding
789 number of points based on the performance standard.

790 The assigned points will be totaled and then averaged for the number of records in the sample group.

791 Example: if 10 Communication: Timeliness: Records are reviewed for the survey timeframe and the
792 contractor receives the following point scores:

793 4, 4, 3, 2, 3, 3, 3, 0, 1, 4, = 27

794 27 total points divided by 10 samples = 2.7

795 Then the score for the month will be Excellent based on a rounded rating of 3 points.

796 This Communication: Timeliness sub-score will be averaged within the other PA sub-scores as described
797 below to arrive at one Overall Performance score.

798 **TOPA#12 Communication: Scheduled**

799 *Calculation formula:* Each appropriate performance record reviewed will be assigned the corresponding
800 number of points based on the performance standard.

801 The assigned points will be totaled and then averaged for the number of records in the sample group.

802 Example: if 10 Communication: Scheduled- Records are reviewed for the survey timeliness and the
803 contractor receives the following point scores:

804 4, 3, 4, 4, 3, 3, 3, 2, 1, 4, = 31

805 31 total points divided by 10 samples = 3.1

806 Then the score for the month will be Excellent based on a rounded rating of 3 points.

807 This Communication: Scheduled sub-score will be averaged within the other PA sub-scores as described
808 below to arrive at one Overall Performance score.

809 **TOPA #13 Documents: Accuracy**

810 *Calculation formula:* Each appropriate performance record reviewed will be assigned the corresponding
811 number of points based on the performance standard.

812 The assigned points will be totaled and then averaged for the number of records in the sample group.

813 Example: if 10 Document: Accuracy inspections are conducted for the survey quality and accuracy, the
814 contractor receives the following point scores:

815 4, 4, 3, 2, 3, 3, 3, 0, 1, 4, = 27

816 27 total points divided by 10 samples = 2.7

817 Then the score for the month will be Excellent based on a rounded rating of 3 points.

818 This Document: Accuracy sub-score will be averaged within the other PA sub-scores as described below to
819 arrive at one Overall Performance score.

820 **TOPA#14 Task Order Management**

821 **Calculation formula:** Each appropriate performance record reviewed will be assigned the corresponding
 822 number of points based on the performance standard.

823 The assigned points will be totaled and then averaged for the number of records in the sample group.

824 Example: if 10 Task Order Management inspections are conducted for the survey timeframe and the
 825 contractor receives the following point scores

826 4, 3, 4, 4, 3, 3, 3, 2, 1, 4, = 31

827 31 total points divided by 10 samples = 3.1

828 Then the score for the month will be Excellent based on a rounded rating of 3 points.

829 This Task Order Management sub-score will be averaged within the other TOPA sub-scores as described
 830 below to arrive at one Overall Task Order Performance score.

831 **TOPA BASE TOTAL CALCULATION**

832 The TOPA Base Total Calculation is an average of TOPA#1 through TOPA#13. It is calculated by
 833 averaging the scores for each applicable TOPA element. Normally the TOPA calculation will be the
 834 average of all 13 TOPA elements; however, if a specific TOPA element is not activated during either the
 835 period of performance or has not been used during the rating period, that TOPA element will not be used as
 836 part of the calculation and the denominator for purposes of calculation will be reduced by the number of
 837 elements not used. For example, if the contractor is not required to provide transportation then the
 838 denominator for the base total calculation will be 11 instead of 13.

839 Using the examples provided above the contractor received the following TOPA scores:

<i>TOPA Element</i>	<i>Score</i>
#1 First Article Testing: Timeliness	4
#2 First Article Testing: Quality	4
#3 Unit Production: Quality	3
#4 Unit Delivery: Acceptance Rate	4
#5 Failed Unit Re-Inspection - Timeliness	3
#6 Failed Unit Re-Inspection: Quality	3
#7 Repair (Direct delivery)- Timeliness	4
#8 Quality of Units delivered	3

#9 Repair Quality	3
#10 Repair(Storage and Staging) Timeliness	3
#11 Communication Timeliness	3
#12 Communication Scheduled	3
#13 Documentation Accuracy	3
TOPA Base Total	43

840

841 TOPA Base Total= 43 total points divided by 13 categories = 3.31 (round to the nearest tenth for the raw
842 score)

843 TOPA#14=3.0(Rounded)

844 The total score will be averaged with the Task Order Management (TOPA#14=3.0) to calculate the Overall
845 Task Order score.

$$\text{Overall Task Order Score} = \frac{\text{Total Base Total} + \text{Task Oder Management}}{2} = \frac{3 + 3}{2} = 3.0$$

846 The Contractor Rating for the Overall Task Order is *Excellent*

847 **FINAL CONTRACTOR RATING FOR THE ENTIRE PERIOD OF PERFORMANCE**

848 To calculate the Final Contractor Rating for the Entire Period of Performance for each individual TOPA
849 and CPA scores all samples used in the calculation from all periods using the methodology described
850 above.

851 The Final Contractor Rating for the Entire Period of Performance takes into account the Overall Task Order
852 Score for the CPA Total Calculation.

853 However, if the contractor is terminated for default then the performance rating will automatically be
854 Unsatisfactory.

<i>CPA Element</i>	<i>Score</i>
#1 Long Term Unit Quality	4
#2 Communication Timeliness	4
#3 Quality Of Units Delivered(Initial Installation)	3
#4 Repair (Storage and Staging) Timeliness	3
#5 Repair Quality	3

#6 Contract Management	3
CPA Base Subtotal	20

855

856 CPA Base Subtotal average = 4+4+3+3+3+3=20

857 Average= 20/6= 3.33 round 3

858 Contract Performance Area Total Score =3.00

CPA #7 Average Annual Task Order's Performance	3
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859

860 Average Annual Task Order Score is calculated as follows:

$$\text{Average Annual Task Order Score} = \frac{\text{Score (TO\#1)} + \text{Score (TO\#2)} + \text{Score (TO\#N)}}{N} = \frac{3 + 3}{2} = 3.0$$

861 In the example above there were two task orders which each had a score of 3

862 The overall annual contract performance score is calculated as follows:

$$\text{Overall Contract Performance Score} = \frac{\text{Total CPA Base Total} + \text{Avg. Annual Task Order Management}}{2} = \frac{3 + 3}{2} = 3.0$$

863 The contract would receive an annual rating of excellent rating based on the evaluation.

864 **APPENDIX #4: Discrepancy Report**

DISCREPANCY REPORT			1. Performance Area(Contract or Task Order)
2. TO: (Contractor and Manager Name)		3. FROM: (Name of COR or CO)	
DATES			
PREPARED	ORAL NOTIFICATION	RETURNED BY CONTRACTOR	ACTION COMPLETE
4. DISCREPANCY OR PROBLEM <i>(Describe in Detail: Include reference in Contract/ Directive: Attach continuation sheet if necessary.)</i>			
5. SIGNATURE OF THE COR		5a. SIGNATURE OF CONTRACTING OFFICER	
6. TO: <i>(Contracting Officer)</i>		7. FROM: <i>(Contractor)</i>	
8. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. ATTACH CONTINUATION SHEET IF NECESSARY. <i>(Cite applicable Q.A. program procedures or new A.W. procedures.)</i>			

9. SIGNATURE OF CONTRACTOR REPRESENTATIVE			10. DATE
11. GOVERNMENT EVALUATION (<i>Acceptance, partial acceptance, rejection: attach continuation sheet if necessary</i>)			
12. GOVERNMENT ACTIONS (<i>Payment deduction, cure notice, show cause, other.</i>)			
CLOSE OUT			
	NAME AND TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED			
COR (Task Order)			
CONTRACTING OFFICER			

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.211-11	LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (In paragraph (a) insert "\$120.00 multiplied by the total number of units to be delivered per calendar day of delay until the units are delivered and accepted")	SEP 2000
52.211-16	VARIATION IN QUANTITY	APR 1984
52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP 1989
52.242-15	STOP WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE

The performance of the work for the contract shall commence at the time of contract award, and shall continue for (1) base year with Four (4) one-year each option periods.

F.3 PRINCIPAL PLACE OF PERFORMANCE

The performance of the work for the contract shall commence at the Contractor's facility, with delivery to locations specified in the Contract and Task Orders.

FEMA will facilitate the contractor's access to FEMA facilities in order for the contractor to provide staff at the receiving locations.

F.4 SUMMARY AND OVERVIEW

Deliveries/Performance includes important details regarding the Deliverables and Required Reports that are associated with the Statement of Work, Rugged Based Requirements, Task Order, and Solicitation.

In some cases, the deliverable will be validated by FEMA staff and the forms associated with the deliverable.

Additionally, this Section presents a Table that associates these Deliverables and Required Reports with Delivery Dates, Delivery Recipients, and whether or not there is a Template provided by the Federal Emergency Management Agency (FEMA) for each Deliverable and Report.

890 **F.5 IMPORTANT DETAILS**

891 **F.5.1 FEMA FORMS**

892 Upon award, the Contracting Officer's Representative (COR) will ensure the Contractor has the
893 most up-to-date FEMA forms.

894 **F.5.2 SUMMARY REPORTS AND LOGS**

895 These Reports shall be additive and include all information relevant to the contract. Once
896 information is included in the Report it will not be deleted, although it may be modified or to be
897 added to as necessary. Most importantly the Report shall be chronological with the oldest
898 information on top and the most recent information at the bottom.

899 **F.5.3 Deliverables and Required Reports Table**

900

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
1	Quality Control Report	Starting 30 days after the beginning of production and continuing once per month thereafter until production is complete and the last MHU has been transported to FEMA for delivery. Report is due to FEMA within one week of the end of the 30 day period.	COR	The Contractor shall submit a Quality Control Report to the COR. The report shall address items including timeliness, suggested remedies for deficiencies, and remedy implementation dates. The contractor shall include any issues with FEMA's requirements that can affect production quality.	NO	Microsoft Word and PDF
2	First Article	As part of initial task order award and thereafter at FEMA's discretion when specified in any subsequent task order.	FEMA at Contractor facility	Contractor shall complete First articles (one of each unit type requested by FEMA). Units shall be ready for Government inspection in compliance with the first article testing/inspection requirements. Inspection will be conducted at the contractor's production facility (Vendors site).	NO	N/A
3	Unit Production Report	Beginning on the last day of the first full or partial week of production and continuing once per week for every week of production during the length of the task order. Report is due to the CO and COR on the Monday following the end of the production week. Report is to be delivered by email.	FEMA CO and COR	Report provides FEMA with the number of units completed during the production week that the Contractor has ready for shipment.	YES	See Section J : Attachment 8

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
4	Delivery Schedule	One week prior to production commencing and not later than three (3) weeks of from the date that a task order is awarded under this solicitation and in compliance with the requirements of the contract and task order.	FEMA	The delivery schedule is defined the number of units that the vendor will ship to FEMA, the anticipated delivery date and the location where the unit will be delivered as well as all other details included in the template located in Section J – Attachment 7.	YES	See Section J: Attachment 7
5	Manufacturer's Installation Manual as approved by the DAPIA	Master copy within 2 weeks of the date that a task orders is issued.	Master copy to the COR/CO	This requirement is in addition to HUD's requirement that a Manufacturer's installation and anchoring guideline and technical data for installation of the unit shall be provided in a packet stored in a readily locatable area within the unit. FEMA requires that the same material is delivered to the Agency in the specified formats. This information can be included in the consumers' manual.	NO	Master copy: Hard copy and soft copy in Microsoft Word and PDF with all drawing included as editable
6	Manufacturer's Storage Instruction Manual	Master copy within 2 weeks of the date that a task orders is issued.	Master copy to the COR/CO	The manufacturer <i>shall</i> provide a storage manual that is in compliance with 24 CFR 3286.11 Temporary Storage of units. An individual manual shall be provided for each unit type required under the task order. The manual shall include definitions for the time intervals for the terms short term, midterm and long term as well as instructions for each time interval. The manual shall describe how the manufactured home shall be stored to ensure that the manufactured home is ready for FEMA's use. The storage manual shall describe what efforts FEMA shall undertake to bring the unit up to transportable and installable state.	NO	Master copy: Hard copy and soft copy in Microsoft Word and PDF with all drawing included as editable

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
7	MFG Shipment Sheet (a shipment sheet for each individual unit)	Within 24 hours of shipment but no later than 24 hours prior to unit arrival. Can be sent via email.	<p>One copy to each of the following:</p> <ul style="list-style-type: none"> • Delivery location point of contact, • COR; and, • CO 	<p>There shall be a shipment sheet for each individual unit. This sheet shall provide notification for FEMA for each unit shipped. The sheet provides FEMA with information regarding specifics for each unit shipped.</p> <ul style="list-style-type: none"> • Contracted Firm • Shipment Date • Expect Arrival Date • Destination Location • Number of units shipped • Bedroom • Climate (i.e. Northern, Southern, etc.) • Type of unit • VIN • Outside Unit # • Production Date • Factory Name • Factory Location(City, State) • Transportation Company • Driver Full Name • Driver Contract Info • Transportation Company Info <p>Same information above for Relay Drivers and Subcontractors.</p>	See Section J: Attachment 6	MS Office Product (MS Word/Excel) and PDF
8	Certificates of Origin	Time of Billing	COR	The certificate of origin shall be provided at the time of billing. The certificate of origin shall accompany the invoice that is sent to the Contracting Officer's Representative.	NO	N/A

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
9	Master Keys	For each Task Order one week prior to the first delivery of a unit	<p>Site where the MHUs are being delivered.</p> <p><i>If MHUs are being delivered to multiple locations each location shall receive a master key.</i></p> <p>AND</p> <p>Selma, and Cumberland MHSS and the National Disposal Management Team (NDMT) care of Cumberland MHSS</p>	<p>One master key <i>shall</i> be shipped separately arriving prior to the delivery of the first MHU to the receiving location.</p> <p>This shall be the master key for the task order.</p> <p>If a series of manufactured homes are being shipped to multiple locations then each receiving location <i>shall</i> receive a master key.</p> <p>A master key <i>shall</i> be sent to both the Selma and Cumberland Manufacturing Housing storage sites in care of the Site Manager even if the units are being shipped to the Selma or Cumberland MHSS as well as a copy of the master key to the National Disposal Management Team (NDMT) located at the Cumberland MHSS. Each of these keys shall be identified by the contract number, task order number and include a list of the units for which this master key is applicable. These master keys shall be placed into an envelope and identified as archive master keys.</p> <p><i>(See Rugged Based Requirements BA for Master keys requirements)</i></p>	N/A	N/A

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
10	Water Heater Compartment Standard Key	For each task order Prior to arrival of the first manufactured home to the delivery location	COR	<p>The manufacturer <i>shall</i> deliver the keys for the water heater compartment as follows:</p> <ol style="list-style-type: none"> 1. 1 copy of the key to the COR for each task order. 2. 15 copies of the key to each delivery location prior to the arrival of the first manufactured home as follows for each task order: 3. 1 copy of the key to accompany the master key (deliverable # 9) to the Selma and Cumberland MHSS and to the MDMT. <p><i>(See Rugged Based Requirements BA for water heater compartment Standard key requirements)</i></p>	N/A	N/A
11	Unit Keys	At the time of Unit delivery	In the kitchen sink of each unit	<p>The contractor <i>Shall place in the kitchen sink</i> three (3) sets of keys for homes procured. <i>(See Rugged Based Requirements BA for key requirements)</i></p>	N/A	N/A

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
12	Alternate Construction Letters (ACL)	When applicable at any time during the period of performance and prior to the implementation of any design or design change that requires an ACL.	COR	<p>Task Order Requirement: Within three (3) weeks of a task order award under this solicitation, the manufacturer <i>shall</i> comply with 24 CFR 3282.362 (b) and provide the report to FEMA. Failure to do so may result in FEMA taking corrective action, the result of which may affect the Offerors past performance rating.</p> <p>This requirement may also occur when a vendor is making repairs to units or has requested a design change prior to or during a production run.</p> <p>ACLs must be signed by HUD as approved prior to being provided to FEMA</p>	N/A	PDF
13	Testing Requirements Report	1 day after FEMA request	FEMA representative as specified in the request.	The following additional tests reports may be required at any time during the contract as within the period that the government requires a contractor to keep contract records. These reports document the result of the test program that is required within the Attachment 2, the Rugged Based Requirements.	N/A	MS Office Product (MS Word/Excel) and PDF
14	Task Order Summary Report	14 working days after completion of each task order	COR	<p>The Task Order Summary Report completed activities:</p> <p>Vendor and Manufacturer Delivery Location Production Date Total number of units delivered Delivery date per unit Acceptance date per unit Bar code # Invoice number per unit</p>	No	Microsoft Office (MS Word or MS Excel) and PDF

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
				Invoice date submitted to FEMA Vehicle Identification Number(VIN) Task order number		
15	Invoice Report	Task Orders are only to be invoiced every 30 days (15 days for Small Businesses).	<p>Original: FEMA Finance Center</p> <p>One Copy: Contract Specialist and/or Contracting Officer (CO),</p> <p>One Copy: Contracting Officer's Representative (COR)</p>	<p>The Contractor shall submit an original invoice (or electronic invoice, if authorized) Contract or Task Order. An invoice must include the following items:</p> <p>(a) Payments of invoices or vouchers submitted under this contract shall be made in accordance with FAR clause 52.232-10 "Payments Under Fixed Price" (AUG 1987) for Firm Fixed Price Task Orders in accordance with provisions of other clauses in this contract. If the Contractor is performing more than one Task Order simultaneously, separate invoices are required for each Task Order.</p> <p>(b) Invoices or vouchers, and any required supporting documentation, must be properly identifiable with the Name of contractor, date of the invoice/voucher, contract number, task order number, name and address or EFT information that payment is to be sent to, and the name, title and phone number of the point of contact at the contractor's facility in case of a defective invoice/voucher.</p> <p>(c) Payments of invoices or vouchers shall be subject to the withholding provisions of FAR clause 52.232-10 "Payments Under</p>	Section J: Attachment 9	MS Office Product (MS Word/Excel) and PDF

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
				Fixed Price" (AUG 1987). In the event that the amounts are withheld from payment in accordance with provisions of this contract, a separate invoice for the amount withheld will be required before payment for that amount may be made.		
16	NOAA Weather Radios	In each unit	Receiving Location (i.e., Selma, Cumberland)	Refer to FEMA Rugged Based requirements version BA	N/A	N/A
17	Quality Control Form	<p>One copy to be included with the MHU located in the kitchen sink under the keys.</p> <p>One copy to be provided electronically with the invoice on a CD/DVD</p> <p>In addition, the completed and signed form shall be available at all First Article Inspection.</p>	A Master copy to the COR/CO	<p>The Quality Control Form shall be completed and signed by the Quality Control supervisor or designee, and included in the unit individual paper work at time of shipping</p> <p>The Quality Control form at minimum shall contain:</p> <ul style="list-style-type: none"> a) Unit Identification Number b) Production Date c) Inspection details indicating that each FEMA Rugged Based Performance requirement was met d) Any defects noted and corrected, if any, while in production <p>This form shall demonstrate that the manufacturer produce units with High Quality Standards and compliant with the FRBPR.</p>	NO	Master copy: Hard copy and soft copy in Microsoft word and/or excel and/or PDF on a CD/DVD
Options						
18	Shrink Wrap Compliance Report	1 week Prior doing a shrink wrap of a Manufactured Home.	COR /CO	The vendor shall submit a report demonstrating that the shrink wrap meets all requirements and subrequirements in Section O1 of the Rugged Based Requirements. This report	N/A	MS Office Product (MS Word/Excel) and PDF

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
				shall provide test, photographs and any other information that the contractor chooses such as drawings to demonstrate that the shrink wrap meets the technical requirements. <i>Refer to Section O.1. Shrink Wrap from the FEMA rugged based performance requirements version BA</i>		
19	Storage Capability Report	When notified that FEMA is considering exercising this option	COR/ CO	The vendor shall submit a report demonstrating that they have the capability to store units while shipping units. The report shall provide site location, parking plan, area photos from soruces such as google earth, any lease if the property is not owned by the vendor, the security plan to ensure that there is no damage to the stored units and any other documentation that the vendor chooses to demonstrate to the government that the vendor is capable of storing the MHUs. Refer to Section O.2: Weekly Storage	NO	MS Office Product (MS Word/Excel) and PDF
20	Weekly Storage	On the first day of the week following each week that FEMA is being invoiced to store units. This report will be due each week that the vendor is storing units for FEMA.	COR/ CO	The vendor shall submit a report providing FEMA with the total number of units that the vendor is storing, the total numbe of units by unit type (e.g., 3 bedroom northern standard (non-UFAS)), the location where units are stored, the VIN number for each unit being stored and the location where each unit is being stored. If multiple storage location are used then the storage location information shall be provided with the unit vin numbers at each location. Refer to Section O.2: Weekly Storage	NO	MS Office Product (MS Word/Excel) and PDF

#	Required Report / Deliverable	Delivery Date	Delivery Recipient	Details	Template Provided by FEMA	Method of delivery/File Type
21	Piers(Jack stands)	As required in the task order if the option is exercised.	Receiving Location	The vendor shall provide required piers with each unit and provide a report showing compliance Refer to O3.1 Piers (Jack Stands) and/or O3.3 Heavy Duty Piers (Jack Stands)	N/A	N/A
22	ABS foundation Pad	With the MH if the option is exercised	Receiving Location	The vendor shall provide required ABS foundation PADs with each unit and provide a report showing compliance Refer to O3.2 ABS Foundation Pads	N/A	N/A

901

902 **NOTE: Contractor is fully responsible to deliver any and all items (all deliverables) ONLY to individual(s) with a “Valid**
903 **FEMA Badge.**

904

905 **SECTION G - CONTRACT ADMINISTRATION DATA**906 **G.1 CORRESPONDENCE PROCEDURES**

907 To promote timely and effective administration, correspondence (except for invoices and reports)
908 submitted under this contract is subject to the following procedures:

909 (a) Subject Line(s) - All correspondence should contain a subject line, commencing with the
910 contract number and subject matter. An example is illustrated below:

911 SUBJECT: CONTRACT NO. (HSFE70-14-D-XXXX), REQUEST FOR SUBCONTRACT
912 CONSENT.

913 (b) Technical Correspondence - Technical correspondence (as used herein, this term excludes
914 correspondence where patent or proprietary data issues are involved or correspondence which
915 proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or
916 conditions of this contract) should be addressed to the FEMA/Contract Specialist (CS), with an
917 information copy of the correspondence to FEMA Contracting Officer Representative (COR).

918 **G.2 GOVERNMENT CONTACTS FOR POST AWARD ADMINISTRATION**

919 (a)FEMA Contracting Officer:

920 The Contracting Officer is the only official who can:

- 921 (1) assign additional work within the general scope of the Statement of Work of the contract;
922 (2) issue a change as defined in the "Changes" clause of the contract;
923 (3) cause an increase or decrease in the total estimated cost or the time required for contract
924 performance;
925 (4) change any of the expressed terms, conditions or specifications of the contract; and
926 (5) accept non-conforming work.

927 (b) FEMA Contract Specialist for Administration:

928 The Contract Specialist should be used as the point of contact for all but technical related matters
929 (see G.1).

930 The Contract Specialist for this contract is:

931 Name: Rahsaan Edwards
932 Address: Acquisition Logistics Branch
933 FEMA
934 395 E Street, S.W., 5th Floor W82
935 Washington, DC 20472-3205

936 Telephone No.: (202) 646-5786

937 Any change in the FEMA Contract Specialist may be made administratively by email from the
938 Contracting Officer.

939 (c) FEMA COR

940 The limitations of the COR authority are defined in the Section G, "Technical Direction" clause.
941 The performance of work under this contract is subject to the direction of the COR in accordance
942 with the "Technical Direction" clause of the contract. The COR should be used as the point of
943 contact on all technical matters, send email to: Edward.Taylor@fema.dhs.gov, cc:
944 Rahsaan.Edwards@fema.dhs.gov.

945 Any change in the COR may be made administratively by modification to the contract from the
946 CO.

947 **G.3 INVOICES**

948 **SUBMISSION OF INVOICES OR VOUCHERS FOR PAYMENT**

949 (a) Payments of invoices or vouchers submitted under this contract shall be made in accordance
950 with FAR clause 52.232-1 "Payments Under Fixed Price" (APR 1984) for Firm Fixed Price
951 Supply Contracts/Delivery or Task Orders in accordance with provisions of other clauses in this
952 contract after receipt of proper invoice (FAR 52.232-25). If the Contractor is performing more
953 than one Task Order simultaneously, separate invoices are required for each Task Order. Task
954 Orders are only to be invoiced every 30 days (15 days for Small Businesses).

955 (b) Invoices or vouchers, and any required supporting documentation, must be properly
956 identifiable with the Name of contractor, date of the invoice/voucher, contract number, task order
957 number, name and address or EFT information that payment is to be sent to, and the name, title and
958 phone number of the point of contact at the contractor's facility in case of a defective
959 invoice/voucher. Invoices/vouchers shall be submitted as follows (FAR 32.905):

960 Original: Federal Emergency Management Agency
961 FEMA-Finance-Vendor-Payments@fema.dhs.gov
962 FEMA Finance Center
963 PO Box 9001
964 Winchester, VA 22604

965

966 One Copy: Rahsaan A. Edwards
967 Rahsaan.Edwards@fema.dhs.gov
968 Contract Specialist

969 Federal Emergency Management Agency

970 One Copy: Edward Taylor

971 Edward.Taylor@fema.dhs.gov

972 Contracting Officer's Representative

973 Federal Emergency Management Agency

974 (c) Payments of invoices or vouchers shall be subject to the withholding provisions of FAR clause
975 52.232-9 "Payments Under Fixed Price" (APR 1984). In the event that the amounts are withheld
976 from payment in accordance with provisions of this contract, a separate invoice for the amount
977 withheld will be required before payment for that amount may be made.

978 (d) See additional invoicing instructions in Attachment 9.

979 **G.4 PAYMENT DUE DATE**

980 The due date is the date specified in the contract, or if no due date is specified in the contract, the
981 due date shall be considered to be the 30th day (15th day for Small Businesses) from receipt of a
982 proper approved invoice.

983 **G.5 TASK ORDER PROCEDURES**

984 A. Issuing of Task Order

985 A written or electronic notice will be issued by the Government prior to issuance of a formal
986 written Task Order. The notice will specify the Government's requirement, authorize the
987 Contractor to perform a preliminary assessment of the Government's requirement, and request a
988 proposal for the required effort. The notice may also authorize the Contractor to begin work
989 based on urgency. The notice will be limited to a specified timeframe and ordering amount.

990 B. Ordering Methods

- 991 1) The Government will order any services to be furnished under this contract by written tasks
992 orders (Standard Form 1449 or Optional Form 347) issued by the Contracting Officer, from
993 the effective date of the contract through the expiration date of the contract.
- 994 2) A Standard Form 30 will be the method of modifying the contract and the task orders.
- 995 3) The Contractor will be required to deliver products and provide services as specified in the
996 task order.
- 997 4) All orders will be initiated by a task request.
- 998 5) The Contractor shall not begin any work without a signed task order by the Contracting
999 Officer. However, in the event of a Presidential Declaration, task orders may be issued
1000 orally by phone or communicated via email by the CO. If issued orally, a hard copy will
1001 follow within five (5) business days.

1002 6) Vendors will be given fair opportunity to be considered for each task order.

1003 The Government will compete each task order. The proposal for task orders will be evaluated in
1004 the following order of importance: price, delivery, and past performance, with the past
1005 performance being significantly more important.

1006 Within three (3) weeks of a task order award under the contract, the manufacturer shall comply
1007 with 24 CFR 3282.362 (b) and provide the report to FEMA. Failure to do so may result in FEMA
1008 taking corrective action, the result of which may affect the Offerors past performance rating.

1009 Each task order will specify supplies and delivery location to be provide, and task order time for
1010 performance in accordance with the terms of this contract.

1011 Oral or email orders will be allowed under this contract for emergency requirements. Such orders
1012 will be confirmed by a written task order within five (5) business days following placement of the
1013 verbal order or email. Only the Contracting Officer is authorized to place orders under this
1014 contract.

1015 Upon signature by the Contracting Officer, each Task Order is considered fully executed, binding
1016 and ready for implementation. Each Task Order will be forwarded promptly to the Contractor
1017 and shall conform to all terms and conditions of the contract. Contractors have 2 days to confirm
1018 receipt of a Task Order, unless the order is issued during a disaster. Orders may be issued orally,
1019 via email, or by facsimile methods. If issued orally, a hardcopy will follow. At a minimum, each
1020 Task Order will include the following: contractor's name, contract number, task order number,
1021 contract task number and description of task, performance period, disaster number if applicable
1022 and location, cost of the Task Order and applicable accounting and appropriations data.

1023 C. Completion of Task Orders.

1024 Within ninety (90) days of physical completion of work under each Task Order, the Contractor
1025 shall submit a Final Voucher. The final voucher shall include a payment history, cumulative
1026 itemized costs, and classified certification. If additional time is needed, the Contractor shall
1027 submit a written request for a time extension that explains the extenuating circumstances.

1028 D. Closeout of Task Orders

1029 All task orders issued under this contract shall be closed out in accordance with FAR Subpart
1030 4.805 and established FEMA policy. Upon completion of each Task Order and the receipt of the
1031 final voucher, the Government will begin closeout procedures.

1032 **G.6 DEFECTIVE OR IMPROPER INVOICES**

1033 Invoices not conforming to paragraph (a)(3) of contract clause FAR 52.232-25, Prompt Payment
1034 of Part II, Section I, of this contract, shall be deemed improper and thus defective. The Contractor
1035 shall provide the name or names (where practicable), title, phone number, office name, and

complete mailing address of officials of the Contractor to be notified when the Government receives a defective or improper invoice to the Contract Specialist listed in G.3.

G.7 REMITTANCE ADDRESS

Contractor shall indicate in the space provided below the address which payment should be mailed. Payment will only be made to the address listed in SAM.

G.8 TECHNICAL DIRECTION

(a) The Performance of the work under this contract shall be subject to the surveillance and written technical direction of the Contracting Officer's Representative (COR), who will be specifically appointed by the Contracting Officer in writing. Technical direction is defined as a directive to the Contractor which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work of documentation items; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to the Contractor. Technical direction includes the process of conducting inquiries, requesting studies, or transmitting information or advice by the COR, regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COR does not have the authority to, and shall not, issue any technical direction which:

- 1) Constitutes an assignment of additional work outside the Task Order or contract Statement of Work;
- 2) Constitutes a change as defined in the contract clause entitled "Changes";
- 3) In any manner causes an increase or decrease in the total estimated contract or Task Order cost, the fixed fee (if any), or the time required for contract performance;
- 4) Changes any of the expressed terms, conditions, or specifications of the contract or Task Order; or
- 5) Interferes with the Contractor's right to perform the specifications of the contract or Task Order.

(c) All technical directions shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner described by this clause and within his/her authority under the provisions of this clause. Any instruction or direction by the COR which falls within one, or more, of the categories defined in (b)(1) through (5) above, shall cause the Contractor to notify the Contracting Officer in writing one (1) working day after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer will either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within two (2) days after receipt of the Contractor's Letter that:

1071 1) The technical direction is rescinded in its entirety
1072 2) The technical direction is within the scope of the contract, does not constitute a change
1073 under the “Changes” clause of the contract and that the Contractor should continue with the
1074 performance of the technical direction.

1075 (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is
1076 within the scope of the contract, or a failure to agree upon the contract action to be taken with
1077 respect thereto shall be subject to the provisions of the “Disputes” clause of this contract.

1078 (f) Any action(s) taken by the Contractor in response to any direction given by any person other
1079 than the Contracting Officer or the Project Officer whom appointed by the Contracting Officer
1080 shall be at the Contractor’s risk.

1081 **G.9 MODIFICATION AUTHORITY**

1082 As stated above and notwithstanding any of the other provisions of this contract, a Contracting
1083 Officer will be the only individual on behalf of the Government authorized to:

- 1084 (a) Accept non-conforming work;
1085 (b) Waive any requirement of this contract; or
1086 (c) Modify any term or condition of this contract.

1087

1088 **SECTION H - SPECIAL CONTRACT REQUIREMENTS**1089 **H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

1090 The following contract clauses pertinent to this section are hereby incorporated by reference (by
1091 Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES
1092 INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an
1093 internet address (if specified) for electronic access to the full text of a clause.

1094 **H.2 INTERPRETATION OF CONTRACT REQUIREMENTS**

1095 No interpretation of any provisions of this contract, including applicable specifications, shall be
1096 binding on FEMA unless furnished or agreed to in writing by the Contracting Officer.

1097 **H.3 CORRESPONDENCE PROCEDURES**

1098 To promote timely and effective administration, correspondence (except for vouchers submitted
1099 under the contract) shall be subject to the following procedures:

1100 a) Technical correspondence (where technical issues relating to compliance with task order
1101 specifications are involved) shall be addressed to the COR with information copies to the CO/CS.

1102 b) All other correspondence (that proposes or otherwise involves waivers, deviations or
1103 modifications to the requirements, terms or conditions of this contract) shall be addressed to the
1104 CO/CS with an information copy to the COR.

1105 **H.4 CONTRACTOR COMMITMENTS, WARRANTIES, REPRESENTATIONS**

1106 Any written commitment by the Contractor within the scope of this contract shall be binding upon
1107 the Contractor. Failure of the Contractor to fulfill any such commitment shall render the
1108 Contractor liable under the default provisions for damages due to FEMA under the terms of this
1109 contract. For the purpose of this contract, a written commitment by the Contractor is limited to the
1110 proposal submitted by the Contractor, and to specific written amendments to its proposal. Written
1111 commitment by the Contractor are further defined as including (1) any warranty or representation
1112 made by the Contractor in a proposal as to performance, (2) any warranty or representation made
1113 by the Contractor described in (1) above, made in any literature descriptions, drawings, or
1114 specifications accompanying or referred to in a proposal, and (3) any modification of or
1115 affirmation or representation as to the above which is made by the Contractor in or during the
1116 course of negotiations, whether or not incorporated into a formal amendment to the proposal.

- 1117 a) **H.5 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE** Government
1118 personnel observe the following holidays:
- 1119 New Year's Day
1120 Martin Luther King Birthday
1121 President's Birthday
1122 Memorial Day
1123 Independence Day
1124 Labor Day
1125 Columbus Day
1126 Veteran's Day
1127 Thanksgiving Day
1128 Christmas
- 1129 b) In addition to the days designated as holidays, the Government observes the following days:
- 1130 Any other day designated by Federal Statute
1131 Any other day designated by Executive Order
1132 Any other day designated by the President's Proclamation
- 1133 c) It is understood and agreed between the Government and the contractor that observance of such
1134 days by Government personnel shall not otherwise be a reason for an additional period of
1135 performance, or entitlement of compensation except as set forth within the contract.

1136

1137 **PART II - CONTRACT CLAUSES**1138 **SECTION I - CONTRACT CLAUSES**1139 **I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

1140 The following contract clauses pertinent to this section are hereby incorporated by reference (by
 1141 Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES
 1142 INCORPORATED BY REFERENCE" contained in this document. See FAR 52.252-2 for an
 1143 internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
52.204-4	PRINTED OR COPIED DOUBLE-SIDED RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY 2012
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.212-4	CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS	FEB 2012

52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	MAR 2012

1144

1145 **I.2 52.216-18 ORDERING (OCT 1995)**

1146 (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of
 1147 delivery orders or task orders by the individuals or activities designated in the Schedule. Such
 1148 orders may be issued anytime during the performance of this contract.

1149

1150 (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the
 1151 event of conflict between a delivery order or task order and this contract, the contract shall control.

1152 (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits
 1153 the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce
 1154 methods only if authorized in the Schedule.

1155 **I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)**

1156 (a) Minimum order. When the Government requires supplies or services covered by this contract
 1157 in an amount of less than 20 units (Small Businesses - 5 units), the Government is not obligated to
 1158 purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

1159 (b) Maximum order. The Contractor is not obligated to honor--

1160 (1) Any order for a single item in excess of \$571 Million

1161 (2) Any order for a combination of items in excess of \$571 Million; or

1162 (3) A series of orders from the same ordering office within 15 days that together call for
 1163 quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

1164 (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection
 1165 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order
 1166 a part of any one requirement from the Contractor if that requirement exceeds the maximum-order
 1167 limitations in paragraph (b) of this section.

1168 (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order
 1169 exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned
 1170 to the ordering office within 5 days after issuance, with written notice stating the Contractor's

1171 intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the
1172 Government may acquire the supplies or services from another source.

1173 **I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

1174 (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the
1175 period stated, in the Schedule. The quantities of supplies and services specified in the Schedule
1176 are estimates only and are not purchased by this contract.

1177 (b) Delivery or performance shall be made only as authorized by orders issued in accordance with
1178 the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the
1179 supplies or services specified in the Schedule up to and including the quantity designated in the
1180 Schedule as the "maximum." The Government shall order at least the quantity of supplies or
1181 services designated in the Schedule as the "minimum."

1182 (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule,
1183 there is no limit on the number of orders that may be issued. The Government may issue orders
1184 requiring delivery to multiple destinations or performance at multiple locations.

1185 (d) Any order issued during the effective period of this contract and not completed within that
1186 period shall be completed by the Contractor within the time specified in the order. The contract
1187 shall govern the Contractor's and Government's rights and obligations with respect to that order to
1188 the same extent as if the order were completed during the contract's effective period; provided that
1189 the Contractor shall not be required to make any deliveries under this contract after a period of 12
1190 months from the expiration of the contract or the last options exercised.

1191 **I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

1192 (a) The Government may extend the term of this contract by written notice to the Contractor within
1193 15 days; provided that the Government gives the Contractor a preliminary written notice of its
1194 intent to extend at least 30 days before the contract expires. The preliminary notice does not
1195 commit the Government to an extension.

1196 (b) If the Government exercises this option, the extended contract shall be considered to include
1197 this option clause.

1198 (c) The total duration of this contract, including the exercise of any options under this clause, shall
1199 not exceed five (5) years.

NUMBER	TITLE	DATE
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2011
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS	JUL 2005

NUMBER	TITLE	DATE
	ACT--OVERTIME COMPENSATION	
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	MAR 2012
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT 2010
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN STATUS AND REPORTING	JAN 1999
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	JUL 2013
52.222-19	CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES	MAR 2012
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-11	OZONE-DEPLETING SUBSTANCES	MAY 2001
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-1	BUY AMERICAN ACT--SUPPLIES	FEB 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS—SYSTEM FOR MANAGEMENT	JUL 2013
52.232-39	UNFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENT FOR SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

NUMBER	TITLE	DATE
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL 2013
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-22	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 2012
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
3052.205-70	ADVERTISEMENT, PUBLICIZING AWARDS, AND RELEASE	SEP 2012
3052.219-70	SMALL BUSINESS SUBCONTRACTING PLAN	JUN 2006
3052.242-72	CONTRACTING OFFICER'S REPRESENTATIVE	DEC 2003

1200

1201 **I.6 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING**
1202 **RESPONSIBILITY MATTERS (FEB 2012)**

1203 (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity
1204 Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by
1205 posting the required information in the Central Contractor Registration database via
1206 <https://www.acquisition.gov>.

1207 (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212),
1208 all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will
1209 be publicly available. FAPIS consists of two segments--

1210 (1) The non-public segment, into which Government officials and the Contractor post
1211 information, which can only be viewed by--

1212 (i) Government personnel and authorized users performing business on behalf of the
1213 Government; or

1214 (ii) The Contractor, when viewing data on itself; and

1215 (2) The publicly-available segment, to which all data in the non-public segment of FAPIS is
1216 automatically transferred after a waiting period of 14 calendar days, except for--

1217 (i) Past performance reviews required by subpart 42.15;

1218 (ii) Information that was entered prior to April 15, 2011; or

1219 (iii) Information that is withdrawn during the 14-calendar-day waiting period by the
1220 Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the nonpublic segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far>

I.8 NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

1. Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

2. Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

3. Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

4. Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

5. Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

6. The Government Agency owns the rights to all data/records produced as part of this contract.

7. The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

8. Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).

9. No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

10. Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

I.9 52.209-4 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING (SEP 1989), ALTERNATE I (JAN 1997)

(a) The Contractor shall deliver 1 unit of Manufactured Homes to the Government for first article inspection at the test facility; FEMA will notify the manufacturer at task order award when first article inspection will occur. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 5 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor -

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

**I.10 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE
EXPATRIATES (JUN 2006)**

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows: (i) Warrants; (ii) Options; (iii) Contracts to acquire stock; (iv) Convertible debt instruments; (v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) Disclosure. The Offeror under this solicitation represents that [Check one]:

[] it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73; [] it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or [] it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48

1397 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to
1398 3009.104-74.

1399 (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a
1400 waiver has been applied for, shall be attached to the bid or proposal.

1401 **I.11 3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS**
1402 **ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

1403 The Contractor agrees to comply with any provision or clause that is incorporated herein by
1404 reference to implement agency policy applicable to acquisition of commercial items or
1405 components. The provision or clause in effect based on the applicable regulation cited on the date
1406 the solicitation is issued applies unless otherwise stated herein. The following provisions and
1407 clauses are incorporated by reference:

NUMBER	TITLE
3052.205-70	Advertisement, Publicizing Awards, and Releases.
3052.242-72	Contracting Officer's Technical Representative.
3052.247-72	F.O.B. Destination Only.

1408

1409 **I.12 3052.215-70 -- KEY PERSONNEL OR FACILITIES (DEC 2003)**

1410 (a) The personnel or facilities specified below are considered essential to the work being
1411 06-01-2006 HSAR 52-24 performed under this contract and may, with the consent of the
1412 contracting parties, be changed from time to time during the course of the contract by adding or
1413 deleting personnel or facilities, as appropriate.

1414 (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall
1415 notify the Contracting Officer, in writing, before the change becomes effective. The Contractor
1416 shall submit sufficient information to support the proposed action and to enable the Contracting
1417 Officer to evaluate the potential impact of the change on this contract. The Contractor shall not
1418 remove or replace personnel or facilities until the Contracting Officer approves the change.

1419 The Key Personnel or Facilities under this Contract:

1420 (specify key personnel or facilities)

1421 The contractor key facilities are any facility that the offeror use to manufacture MHUs for FEMA and that
1422 you need to provide the name and address of the facility as well as if you own the facility. If an offeror is
1423 subcontracting the work or leasing the facility for production, that complete information shall be provided
1424 as well.

1425

1426 (End of clause)

I.13 3052.225-70 Requirement for Use of Certain Domestic Commodities (AUG 2009)**(a) Definitions. As used in this clause--**

- (1) "Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.
- (2) "Component" means any item supplied to the Government as part of an end product or of another component.
- (3) "End product" means supplies delivered under a line item of this contract.
- (4) "Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.
- (5) "Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.
- (6) "United States" includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

- (1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or
- (2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as fieldpacks), textile marine equipment, parachutes or bandages.

(c) The Contractor shall deliver under this contract only such of the following non 06-01-2006 HSAR 52-43 commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

- (1) Cotton and other natural fiber products.
- (2) Woven silk or woven silk blends.
- (3) Spun silk yarn for cartridge cloth.
- (4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).
- (5) Canvas products.
- (6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
- (7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply--

- (1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;
- (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or
- (3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

(End of clause.)

1474

1475 **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**1476 **SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	NUMBER OF PAGES
Attachment 1	Price Schedule	2 excel files
Attachment 2	Rugged Based Performance Requirements (Revision BA)	57 Pages
Attachment 3	Rugged Based Performance Requirements Matrix	67 pages
Attachment 4	Manufactured Home First Article Inspection Checklist	1 excel file
Attachment 5	Manufactured Home Inspection Checklist	1 excel file
Attachment 6	Manufacturer Shipment Notification	1 excel file
Attachment 7	Delivery Schedule Template	1 excel file
Attachment 8	Production Report	1 excel file
Attachment 9	Sample Invoice	2 pages
Attachment 10	Production Facility Report (Draft)	3 pages
Attachment 11	Design Details For Accessible Disaster Relief Housing Guide	62 pages
Attachment 12	Charge Back Cost Table	1 excel file
Attachment 13	Acronyms and Technical Definitions	5 pages
Attachment 14	Past Performance Questionnaire	4 pages
Attachment 15	Comment Matrix	1 excel file

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PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-- REPRESENTATION AND CERTIFICATIONS	DEC 2012

K.2 52.204-8 Annual Representations and Certifications (Jan 2014)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.
- (2) The small business size standard is _____ *[insert size standard]*.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at [52.204-7](#) is not included in this solicitation, and the Offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

- 1547 (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to
1548 solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- 1549 (xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations,
1550 other than those for construction, when the solicitation includes the clause at
1551 [52.222-26](#), Equal Opportunity.
- 1552 (xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This
1553 provision applies to solicitations when it is anticipated the contract award will exceed
1554 the simplified acquisition threshold and the contract is not for acquisition of
1555 commercial items.
- 1556 (xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations
1557 that require the delivery or specify the use of USDA–designated items; or include the
1558 clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service
1559 and Construction Contracts.
- 1560 (xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations
1561 that are for, or specify the use of, EPA–designated items.
- 1562 (xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations
1563 containing the clause at [52.225-1](#).
- 1564 (xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act
1565 Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations
1566 containing the clause at [52.225-3](#).
- 1567 (A) If the acquisition value is less than \$25,000, the basic provision applies.
- 1568 (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision
1569 with its Alternate I applies.
- 1570 (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision
1571 with its Alternate II applies.
- 1572 (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the
1573 provision with its Alternate III applies.
- 1574 (xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations
1575 containing the clause at [52.225-5](#).
- 1576 (xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in
1577 Sudan—Certification. This provision applies to all solicitations.
- 1578 (xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities
1579 or Transactions Relating to Iran-Representation and Certifications. This provision
1580 applies to all solicitations.
- 1581 (xxi) [52.226-2](#), Historically Black College or University and Minority Institution
1582 Representation. This provision applies to—
- 1583 (A) Solicitations for research, studies, supplies, or services of the type normally
1584 acquired from higher educational institutions; and

- 1585 (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the
 1586 clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small
 1587 Disadvantaged Business Concerns.
- 1588 (2) The following certifications are applicable as indicated by the Contracting Officer:
 1589 [*Contracting Officer check as appropriate.*]
- 1590 ___ (i) [52.219-22](#), Small Disadvantaged Business Status.
 1591 ___ (A) Basic.
 1592 ___ (B) Alternate I.
- 1593 ___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End
 1594 Products.
 1595 ___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts
 1596 for Maintenance, Calibration, or Repair of Certain Equipment Certification.
 1597 ___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts
 1598 for Certain Services—Certification.
 1599 ___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material
 1600 Content for EPA–Designated Products (Alternate I only).
 1601 ___ (vi) [52.227-6](#), Royalty Information.
 1602 ___ (A) Basic.
 1603 ___ (B) Alternate I.
 1604 ___ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer
 1605 Software.
- 1606 (d) The Offeror has completed the annual representations and certifications electronically via the
 1607 SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM
 1608 database information, the Offeror verifies by submission of the offer that the representations
 1609 and certifications currently posted electronically that apply to this solicitation as indicated in
 1610 paragraph (c) of this provision have been entered or updated within the last 12 months, are
 1611 current, accurate, complete, and applicable to this solicitation (including the business size
 1612 standard applicable to the NAICS code referenced for this solicitation), as of the date of this
 1613 offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes
 1614 identified below [*Offeror to insert changes, identifying change by clause number, title, date*].
 1615 These amended representation(s) and/or certification(s) are also incorporated in this offer and
 1616 are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

1617
 1618 Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an
 1619 update to the representations and certifications posted on SAM.

(End of provision)

K.3 3052.209-7 Information Regarding Responsibility Matters (Jul 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the

- proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.
- (d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the Offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of Provision)

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is-- 321991.
- (2) The small business size standard is 500 Employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The Offeror represents as part of its offer that it [] is, [] is not a small business concern.

- 1683 (2) [Complete only if the Offeror represented itself as a small business concern in paragraph
1684 (b)(1) of this provision.] The Offeror represents, for general statistical purposes, that it []
1685 is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- 1686 (3) [Complete only if the Offeror represented itself as a small business concern in paragraph
1687 (b)(1) of this provision.] The Offeror represents as part of its offer that it [] is, [] is not
1688 a women-owned small business concern.
- 1689 (4) Women-owned small business (WOSB) concern eligible under the WOSB Program.
1690 [Complete only if the Offeror represented itself as a women-owned small business
1691 concern in paragraph (b)(3) of this provision.] The Offeror represents as part of its offer
1692 that--
- 1693 (i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all
1694 the required documents to the WOSB Repository, and no change in circumstances or
1695 adverse decisions have been issued that affects its eligibility; and
- 1696 (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part
1697 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each
1698 WOSB concern eligible under the WOSB Program participating in the joint venture.
1699 [The Offeror shall enter the name or names of the WOSB concern eligible under the
1700 WOSB Program and other small businesses that are participating in the joint
1701 venture:_____.] Each WOSB concern eligible under the WOSB
1702 Program participating in the joint venture shall submit a separate signed copy of the
1703 WOSB representation.
- 1704 (5) Economically disadvantaged women-owned small business (EDWOSB) concern.
1705 [Complete only if the Offeror represented itself as a women-owned small business
1706 concern eligible under the WOSB Program in (b)(4) of this provision.] The Offeror
1707 represents as part of its offer that--
- 1708 (i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has
1709 provided all the required documents to the WOSB Repository, and no change in
1710 circumstances or adverse decisions have been issued that affects its eligibility; and
- 1711 (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part
1712 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each
1713 EDWOSB concern participating in the joint venture. [The Offeror shall enter the
1714 name or names of the EDWOSB concern and other small businesses that are
1715 participating in the joint venture: _____.] Each EDWOSB concern participating
1716 in the joint venture shall submit a separate signed copy of the EDWOSB
1717 representation.
- 1718 (6) [Complete only if the Offeror represented itself as a small business concern in paragraph
1719 (b)(1) of this provision.] The Offeror represents as part of its offer that it [] is, [] is not a
1720 veteran-owned small business concern.

(7) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The Offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The Offeror represents, as part of its offer, that--

- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and
- (ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

FEMA will obtain data on certifications and representations through ORCA (<http://orca.bpn.gov>) for each firm submitting a response to this Solicitation. All Offerors are cautioned to ensure that all

1793 ORCA data for their firms is accurate and up to date as incorrect information may also lead to an
 1794 Offeror being determined non-responsive by the Contracting Officer. The Offerors representations
 1795 and certifications shall be incorporated into the contract upon award. Instructions for accessing
 1796 ORCA and completing standard representations and certifications via ORCA are below.

1797 **K.6 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR**
 1798 **LAW LISTED END PRODUCTS (FEB 2001)**

1799 (a) *Definition.* Forced or indentured child labor means all work or service--

1800 (1) Exacted from any person under the age of 18 under the menace of any penalty for its
 1801 nonperformance and for which the worker does not offer himself voluntarily; or

1802 (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of
 1803 which can be accomplished by process or penalties.

1804 (b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are)
 1805 included in the List of Products Requiring Contractor Certification as to Forced or Indentured
 1806 Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed
 1807 end products from the listed countries of origin may have been mined, produced, or manufactured
 1808 by forced or indentured child labor.

Listed End Product:	Listed Countries of Origin:

1809 (c) *Certification.* The Government will not make award to an Offeror unless the Offeror, by
 1810 checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this
 1811 provision.

1812 [] (1) The Offeror will not supply any end product listed in paragraph (b) of this provision
 1813 that was mined, produced, or manufactured in a corresponding country as listed for that
 1814 end product.

1815 [] (2) The Offeror may supply an end product listed in paragraph (b) of this provision that
 1816 was mined, produced, or manufactured in the corresponding country as listed for that
 1817 product. The Offeror certifies that is has made a good faith effort to determine whether
 1818 forced or indentured child labor was used to mine, produce, or manufacture such end
 1819 product. On the basis of those efforts, the Offeror certifies that it is not award of any such
 1820 use of child labor.

1821 (End of provision)

1822 **K.7 52.225-18 PLACE OF MANUFACTURE (SEP 2006)**1823 (a) *Definitions.* As used in this clause—

1824 “Manufactured end product” means any end product in Federal Supply Classes (FSC)

1825 1000-9999, except—

1826 (1) FSC 5510, Lumber and Related Basic Wood Materials;

1827 (2) Federal Supply Group (FSG) 87, Agricultural Supplies;

1828 (3) FSG 88, Live Animals;

1829 (4) FSG 89, Food and Related Consumables;

1830 (5) FSC 9410, Crude Grades of Plant Materials;

1831 (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

1832 (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

1833 (8) FSC 9610, Ores;

1834 (9) FSC 9620, Minerals, Natural and Synthetic; and

1835 (10) FSC 9630, Additive Metal Materials.

1836 “Place of manufacture” means the place where an end product is assembled out of components,
1837 or otherwise made or processed from raw materials into the finished product that is to be
1838 provided to the Government. If a product is disassembled and reassembled, the place of
1839 reassembly is not the place of manufacture.

1840 (b) For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the
1841 end products it expects to provide in response to this solicitation is predominantly—

1842 (1) ☐ In the United States (Check this box if the total anticipated price of offered end products
1843 manufactured in the United States exceeds the total anticipated price of offered end

1844 products manufactured outside the United States); or

1845 (2) ☐ Outside the United States.

1846 (End of provision)

1847

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM NUMBER	JUL 2013
52.204-7	SYSTEM OF AWARD MANAGEMENT	JUL 2013
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	OCT 1997
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.237-1	SITE VISIT	APR 1984
3052.247-72	F.O.B. DESTINATION ONLY	DEC 2003

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of multiple, Indefinite Delivery/Indefinite Quantity (IDIQ), Firm Fixed Price contracts resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Zahra Hashmi

Hand-Carried Address:

Federal Emergency Management Agency
395 E Street, S.W., 5th Floor W82
Washington DC 20472

Mailing Address:

Federal Emergency Management Agency

1873 395 E Street, S.W., 5th Floor W82
1874 Washington DC 20472

1875 (b) The copy of any protest shall be received in the office designated above within one day of
1876 filing a protest with the GAO.

1877 **L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB**
1878 **1998)**

1879 This solicitation incorporates one or more solicitation provisions by reference, with the same force
1880 and effect as if they were given in full text. Upon request, the Contracting Officer will make their
1881 full text available. The Offeror is cautioned that the listed provisions may include blocks that must
1882 be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full
1883 text of those provisions, the Offeror may identify the provision by paragraph identifier and provide
1884 the appropriate information with its quotation or offer. Also, the full text of a solicitation provision
1885 may be accessed electronically at this/these address(es):

1886 <http://www.acquisition.gov/far>

1887 **L.5 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS**

1888 A. Preface

1889 Prior to submission of an agency protest, all parties must use their best efforts to resolve concerns
1890 raised by an interested party. FEMA offers, as an option for dispute resolution, Alternative Dispute
1891 Resolution (ADR). ADR is an informal, expeditious and inexpensive way to resolve contract
1892 issues and is designed to promote satisfying solutions and fair procedures. For more information
1893 on FEMA's ADR services, please contact FEMA's ADR office at the following address:

1894 ADR Director
1895 Federal Emergency Management Agency
1896 400 Virginia Ave, SW Ste. 120
1897 Washington, DC 20472
1898 202-646-4094

1899 If concerns cannot be resolved, protesters may use these procedures when a resolution is requested
1900 from the agency.

1901 These procedures have been designed to create an avenue for resolving third party grievances in
1902 connection with the acquisition process outside of formal processes through the Government
1903 Accountability Office (GAO) and the United States Court of Federal Claims (CFC). Filing an
1904 agency protest is not a prerequisite to filing at the GAO or CFC. If the protester files a protest
1905 through the GAO or CFC while their protest is pending at the agency level, FEMA may dismiss the
1906 agency protest.

1907 Pursuing an agency protest does not extend the time for obtaining a stay at GAO.

1908 These procedures are in addition to the existing protest procedures contained in FAR Subpart
1909 33.103.

1910 B. Definitions.

1911 (1) "Agency protest," as used in this SOP, is one that may be filed with either the Contracting
1912 Officer or the officer responsible for the resolution of all agency protests filed at the level
1913 above the Contracting Officer.

1914 (2) "Ombudsman," as used in this SOP, is the agency official above the level of the Contracting
1915 Officer designated by the Director of the Acquisition Management Division to handle and
1916 issue the formal agency decision resolving the protest. Protesters using these procedures
1917 may protest directly to the Ombudsman.

1918 (3) "Day," as used in this SOP, is a calendar day. In computing a period of time for the purpose
1919 of these procedures, the day from which the period begins to run is not counted. When the
1920 last day of the period is a Saturday, Sunday or a Federal holiday, the period extends to the
1921 next day that is not a Saturday, Sunday or a Federal holiday. Similarly, when the
1922 Washington, DC offices of FEMA are closed for all or part of the last day, the period
1923 extends to the next day on which the Agency is open.

1924 C. Submission Guidelines.

1925 (1) Agency protests may be filed through the Contracting Officer or, at the level above the
1926 Contracting Officer, through the Ombudsman either by FAX transmission or by "Certified
1927 Mail" (Return Receipt Requested) as follows:

1928 a. Protests filed through the Contracting Officer or the Ombudsman must be emailed or
1929 faxed to:

1930 Zahra Hashmi
1931 Federal Emergency Management Agency
1932 500 C Street, S.W., PP 5th Floor
1933 Washington, DC 20472
1934 Zahra.Hashmi@fema.dhs.gov

1935 Or

1936 Antony Martoccia
1937 Federal Emergency Management Agency
1938 500 C Street, S.W., PP 5th Floor
1939 Washington, DC 20472
1940 Anthony.Martoccia@fema.dhs.gov

b. The outside of the envelope or beginning of the FAX transmission must be marked "Agency Protest".

c. If the protester submits the protest directly through the Ombudsman, the protester must also, within one (1) day of submitting the protest to the Ombudsman, submit a copy of the protest to the responsible Contracting Officer either by FAX transmission or by "Certified Mail" (Return Receipt Requested).

(2) To be filed on a given day, protests and any subsequent appeals must be received by 4:30 PM, current-local time. Any protests received after that time will be considered to be filed on the next day.

(3) Protest submissions will not be considered filed until all of the following information is provided:

- a. the protester's name, address, telephone number and fax number;
- b. the solicitation or contract number;
- c. a detailed statement of all factual and legal grounds for protests, to include an explanation of how the protester was prejudiced;
- d. copies of relevant documents;
- e. a request for ruling by the agency;
- f. a statement detailing the form of relief requested;
- g. all information establishing that the protester is an interested party for the purposes of filing a protest; and
- h. all information establishing the timeliness of the protest.

(4) All protests must be signed by an authorized representative of the protester, and must be addressed to the Contracting Officer or the Ombudsman.

D. Timeliness/Resolution of Protests.

(1) Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for receipt of initial proposals. In procurements where proposals are requested, alleged improprieties which do not exist in the initial solicitation but which are subsequently incorporated into the solicitation must be protested not later than the next closing time for receipt of proposals following the incorporation.

(2) Protests other than those covered by paragraph (1) of this section shall be filed not later than 10 days after the basis of protest is known or should have been known (whichever is earlier), with the exception of protests challenging a procurement conducted on the basis of competitive proposals under which a debriefing is requested and, when requested, is

1976 required. In such cases, with respect to any protest basis which is known or should have
1977 been known either before or as a result of the debriefing, the initial protest shall not be
1978 filed before the debriefing date offered to the protester, but shall be filed not later than 10
1979 days after the date on which the debriefing is held.

1980 (3) Protests filed through the Contracting Officer.

1981 a. Within twenty (20) days after the protest is filed through the Contracting Officer, the
1982 Contracting Officer will send a written ruling and a summary of the reasons supporting
1983 the ruling to the protester by "Certified Mail (Return Receipt Requested)".

1984 b. Appeals

1985 i. Protesters who filed protests through the Contracting Officer may, within five (5)
1986 days of receipt of the Contracting Officer's written ruling, appeal to the Ombudsman.
1987 ii. Requests for Appellate Review must be submitted to the Ombudsman by FAX
1988 transmission or by "Certified Mail" (Return Receipt Requested).
1989 iii. The Ombudsman will send a written ruling and a summary of the reasons
1990 supporting the ruling to the protester by "Certified Mail (Mail Receipt Requested)"
1991 within ten (10) days of receipt of the request for appellate review of the Contracting
1992 Officer's decision.
1993 iv. In accordance with FAR 33.103(d)(4) and 4 C.F.R 21.2(a)(3), if there is an agency
1994 appellate review of the Contracting Officer's decision on the protest, it will not extend
1995 GAO'S timeliness requirements. Therefore, any subsequent protest to the GAO must
1996 be filed within ten (10) days of knowledge of initial adverse agency action.

1997 (4) Protests filed through the Ombudsman:

1998 a. If the protester protests directly through the Ombudsman, the Ombudsman will send a
1999 written ruling and a summary of the reasons supporting the ruling to the protester by
2000 "Certified Mail (Mail Receipt Requested)" within thirty-five (35) days after the protest
2001 was filed.

2002 b. Protests filed directly through the Ombudsman cannot be appealed within the agency.

2003 E. Dismissal of Protests.

2004 The agency may dismiss protests when protesters file protests through the GAO or CFC while their
2005 protests are pending at the agency level; and for failure to comply with any of the requirements of
2006 these agency protest procedures. For example, the agency may dismiss protests that are
2007 procedurally or substantively defective (e.g., the protest is untimely or the protest fails to clearly
2008 state legally sufficient grounds of protest).

2009

2010 **L.6 OMBUDSMAN**

2011 An Ombudsman has been established for this procurement. The role of the Ombudsman is to
2012 provide contractors and other interested parties a conduit to address issues of impropriety on the
2013 part of the Government officials and other concerns not suitable for a more open forum. Offerors
2014 may contact the Ombudsman directly at the number below:

2015 Clifford Oliver CEM, CBCP
2016 Director, Acquisition Program and Planning Division
2017 Office of the Chief Procurement Officer
2018 FEMA/DHS
2019 (202) 646-4631

2020 **L.7 NUMBER OF CONTRACT AWARDS AND IDENTIFICATION OF CONTRACT**
2021 **AWARDS RESERVED FOR SMALL BUSINESS CONCERNS**

2022 In accordance with FAR 6.1 and FAR 19.502-4, this procurement is being competed on a full and
2023 open basis. It is anticipated that this competition will result in **multiple** contract awards, of which
2024 some are intended to be reserved for small business concerns. However, FEMA reserves the right
2025 to award the total number of contracts, and the number of awards to small business concerns that
2026 are determined to be in the best interest of the Government.

2027 **L.8 PROPOSAL SUBMISSION**

2028 **FAILURE TO CONFORM TO ANY OF THE REQUIREMENTS OF THE**
2029 **SOLICITATION WILL BE GROUNDS FOR REJECTION OF THE PROPOSAL.**

2030 8.1 Administrative Requirements:

2031 a. The Offeror's proposal (1 original and 3 paper copies, and one CD/DVD with documents in
2032 PDF, and manufactured home design documents readable in Native AutoCAD 2013) shall
2033 be submitted to: The Department of Homeland Security, Federal Emergency Management
2034 Agency (FEMA) 395 E Street, S.W., PP, 5th Floor, Washington, D.C. 20472-3215:
2035 Attention: Rahsaan Edwards & Zahra Hashmi

2036 b. The Offeror's proposal shall consist of four volumes.

2037 The Volumes are:

2038 I – Past Performance
2039 II – Technical
2040 III – Price, and
2041 IV – Business Proposal

2042 Proposals, non-price factors (Past Performance, Technical, and Business Proposal) and
2043 cost/price will be evaluated in accordance with the solicitation criteria. Non-technical
2044 factor (cost/price) will be evaluated separately.

2045 The use of hyperlinks in proposals is prohibited.

2046 c. The pages of the proposal shall use the following page setup/format parameters:

- 2047 • Margins – Top, Bottom, Left, Right - 1”
- 2048 • From Edge – Header, Footer - 1”
- 2049 • Page Size, Width – 8.5”
- 2050 • Page Size, Height – 11”
- 2051 • No Gutter
- 2052 • Each paragraph shall be separated by at least one blank line equal to the required font. A
- 2053 standard, 11-point minimum font size applies. Arial or Times New Roman fonts are
- 2054 required. Tables and illustrations may use a reduced font size not less than 8-point and
- 2055 may be landscape.

2056 d. The proposal shall be clearly indexed and logically assembled. Each volume shall be

2057 clearly identified with a Tab. All pages of each volume shall be appropriately numbered and

2058 identified by the complete company name, date and solicitation number in the header and/or

2059 footer. A Table of Contents shall be attached.

2060 e. Each section shall include tab or sub tab clearly identifying the specific item within the tab or

2061 sub tab. Each unit type will require a sub tab within Tab 2 identifying the unit type. If an

2062 Offeror is proposing FEMA Northern and Southern units then there will be 12 sub tabs

2063 within Tab 2. Common items, such as furniture, need to be presented once if the furniture is

2064 being used in multiple unit types. For example if the two and three bedroom units share a

2065 double bed frame and dresser then only a single cut sheet need to be provided for those

2066 pieces of furniture as long as the Offeror provides clear information to the reviews as to

2067 where any piece of furniture is being used.

2068 f. Cover - The cover page shall include the following also see FAR 52.215-1(c)(2):

2069 Title of Proposal

2070 Volume Title (i.e. Technical)

2071 Volume Number

2072 RFP Number

2073 Name, address and telephone number of the Offeror

2074 Duns Number, TIN

2075 Page Limitations & Copies Required:

Identification	Maximum one (1) 3” Binder	Copies Required
Volume I – Past Performance	25 pages	1 original and 3 copies
Volume II - Technical	Tab 1 and 3 combined (50 pages)	

	<p>maximum Tabs 2, 4, and 5 are not included in the page count: Tab 1 – Technical Capability Tab 2 – Plans and drawings (DAPIA Certified) Tab 3 – Method & Approach Tab 4 – Quality Control Plan including summary(45 pages maximum) Tab 5 – DAPIA/ IPIA Certification Report Approved Alternative Constructions Letter (If required) Tab 6: Express unit (Additional Information) Tab 7: CONUS unit (Additional Information) Tab 8: FEMA Rugged Based Performance Requirements Matrix Tab 9: MHU Dimension Table Tab 10: Corporate Qualification and Experience and Resumes (5 pages. Resumes will not be counted toward this page number)</p>	1 original and 3 copies
Volume III - Price	No Page Maximum Section B & Attachment 1 completed	1 original, 1 hard copy & 1 soft copy (Excel Spreadsheet)
Volume IV – Business Proposal	<p>50 Pages Tab 1 – Solicitation, Offer and Award Documents Tab 2 – Small Business Participation and Subcontracting Plan Tab 3 – Evidence Of Responsibility Tab 4 – Letters of Commitment (Subcontractors) Tab 5 – Partnering Agreement (are not counted in the above listed 50-pages for volume IV).</p>	1 original and 3 copies
IMPORTANT: Volume I, II, and IV shall be included in one (1) 3” Binder. Volume III shall be submitted in a separate binder. Any proposal submitted with duplication of information or pages exceeding the limitations specified above will not be evaluated by the Government.		

g. Each volume of the proposal shall consist of a Cover Page, Table of Contents, Summary Section, and the appropriate Narrative discussion. The Summary Section shall contain a brief abstract of the volume. Proprietary information shall be clearly marked. All information shall be confined to the appropriate Volume.

h. The Offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner to permit a complete and accurate evaluation of each proposal

8.2 Oral Communications

a. All communications in reference to this solicitation shall be directed to Mr. Rahsaan A. Edwards, Contract Specialist, who may be contacted by email at rahsaan.edwards@fema.dhs.gov, with copy to zahra.hashmi@fema.dhs.gov, the Contracting Officer. **Telephone inquiries will not be accepted.**

b. Offerors must submit all technical questions concerning this solicitation in writing to the Contracting Officer using the attached comment matrix (Section J Attachment 15). The government will only respond to questions and comments that are made using the attached form. Questions or comments presented in any other format will not be addressed. 1) all comments for this **Draft RFP due no later than 2:00pm EDT, March 06, 2014**, 2) **All questions** on the Final Solicitation must be submitted no later than 12:00pm, Eastern Time, April 08, 2014 using the Attachment 15, Comment Matrix. The proposals due no later than 4:30pm EST, on May 06, 2014. Comments received in response to Draft RFP will be incorporated into Final Solicitation. Answers to all relevant and appropriate questions will be posted as an amendment to the solicitation. In the event multiple questions address the same issue, the Government reserves the right to answer a representative question that best exemplifies the issue.

8.3 Proposal Delivery Instructions

a. Mailroom Procedure

The proposal must be properly identified on the face of the envelope as set forth above in order to ensure that the date and time of receipt is stamped on the face of the proposal envelope since the Agency mailroom receiving procedures are: (a) date and time stamp those envelopes identified as proposals and deliver them as soon as possible to the appropriate procuring activity, and (b) only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity through the routine mail delivery procedures. If the above is followed proper consideration can be given to proposals. **Proposals due on 4:30pm EST on May 06, 2014.**

b. Hand Deliveries to the Above Address

2112 If your proposal is hand delivered, adequate time should be allowed to provide
 2113 identification to the FEMA guard service, obtain clearance to enter the facility, obtain a
 2114 visitor pass from the guard, find parking, locate the appropriate building and room, and
 2115 submit the proposal by the time specified in the solicitation.

2116 c. Proposal Soft Copy

2117 The Soft Copy of the Proposal shall follow the same order and format as outlined in the
 2118 proposals. FEMA requires a soft copy of the proposals and an individual folder for each
 2119 section

2120 Folder structure

2121 CD-“Vendor name” + Solicitation number

2122 Folder (Proposal For solicitation HSFE70-14-R-0005)

2123 Sub Folder (Volume I – Past Performance)

2124 Sub Folder (Volume II– Technical)

2125 Tab 1 – Technical Capability

2126 Tab 2 – Plans and drawings (DAPIA Certified)

2127 Tab 3 – Method & Approach

2128 Tab 4 – Quality Control Plan including summary

2129 Tab 5 – DAPIA/ IPIA Certification Report including Approved Alternative
 2130 Constructions Letter (If required)

2131 Tab 6: Express unit (Additional Information)

2132 Tab 7: CONUS unit (Additional Information)

2133 Tab 8: FEMA Rugged Based Performance Requirements Matrix

2134 Tab 9: MHU Dimensions Table

2135 Tab 10: Corporate Qualification and Experience including Key Personnel
 2136 Resumes

2137 Sub Folder (Volume III- Price)

2138 Sub Folder (Volume IV- Business Proposal)

2139 Sub- Folder (Additional Submissions)

2140 8.4 Substantive Requirements for each volume are listed as follows:

2141 **8.4.a VOLUME I, PAST PERFORMANCE.** Offerors shall submit a list of all Government
 2142 and/or commercial contracts/task orders for (prime and major subcontracts *in*
 2143 *performance and awarded* during the past **4** years/recency) which are relevant to the
 2144 efforts required by this solicitation. Relevant efforts are defined as effort involving

services of a similar nature, complexity, and magnitude to the effort required by this solicitation. Data concerning the prime Offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. This volume shall be organized into the following sections:

8.4.a.1 Section 1 – Contract Descriptions. This section shall include the following information in the following format:

- (a) Contractor/Subcontractor place of performance, CAGE Code and DUNS Number. If the work was performed as a subcontractor, also provide the name of the prime contractor and Point of Contact (POC) within the prime contractor organization (name, and current address, e-mail address, and telephone and fax numbers).
- (b) Government contracting activity, and current address, Procuring Contracting Officer's name, e-mail address, telephone and fax numbers.
- (c) Government's technical representative/COR, and current e-mail address, telephone and fax numbers.
- (d) Government contract administration activity and the Administrative Contracting Officer's name, and current e-mail address, telephone and fax numbers.
- (e) Government contract administration activity's Pre-Award Monitor's name, and current e-mail address, telephone and fax numbers.
- (f) Contract Number and, in the case of Indefinite Delivery type contracts, GSA contracts, and Blanket Purchase Agreements, include Delivery Order Numbers also.
- (g) Contract Type (specific type such as Fixed Price (FP), Cost Reimbursement (CR), Time & Materials (T&M), etc.) In the case of Indefinite Delivery contracts, indicate specific type (Requirements, Definite Quantity, and Indefinite Quantity) and secondary contract type (FP, CR, T&M, etc.)).
- (h) Awarded price/cost.
- (i) Final or projected final price/cost.
- (j) Original delivery schedule, including dates of start and completion of work.
- (k) Final, or projected final delivery schedule, including dates of start and completion of work.

8.4.a.2 Section 2 - Performance. Offerors shall provide a specific narrative explanation of each contract listed in Section 1 describing the objectives achieved and detailing how the effort is relevant to the requirements of this solicitation.

- (a) For any contracts that did not/do not meet original schedule or technical performance requirements, provide a brief explanation of the reason(s) for the shortcomings and any corrective action(s) taken to avoid recurrence. The Offerors shall list each time the delivery schedule was revised and provide an explanation of why the revision was necessary. All Requests for Deviation

2185 and Requests for Waiver shall be addressed with respect to causes and
2186 corrective actions. The Offerors shall also provide a copy of any Cure Notices
2187 or Show Cause Letters received on each contract listed and a description of
2188 any corrective action implemented by the Offeror or proposed subcontractor.
2189 The Offerors shall indicate if any of the contracts listed were terminated and
2190 the type and reasons for the termination.

2191 (b) For all contracts, the Offeror shall provide data on all manufacturing warranty
2192 returns. Data shall delineate total number of warranty returns, number of
2193 Could Not Duplicate (CND), number of failures attributable to Government
2194 Furnished Equipment (GFE) component failures, and number and nature of
2195 failures attributable to the Offeror's delivered product.

2196 8.4.a.3 Section 3 – Subcontracts. Offerors shall provide an outline of how the effort
2197 required by the solicitation will be assigned for performance within the Offeror's
2198 corporate entity and among the proposed subcontractors. The information
2199 provided for the prime Offeror and each proposed major subcontractor must
2200 include the entire company name, company address, CAGE Code, DUNS
2201 Number and type of work to be performed by citing the applicable Government
2202 SOW subparagraph number. This includes all subcontractors who will be
2203 providing critical supplies/services or whose subcontract is for more than 50% of
2204 the total proposed price.

2205 8.4.a.4 Section 4 – New Corporate Entities. New corporate entities may submit data on
2206 prior contracts involving its officers and employees. However, in addition to the
2207 other requirements in this section, the Offeror shall discuss in detail the role
2208 performed by such persons in the prior contracts cited. Information shall be
2209 included in the files described in the sections above.

2210 8.4.a.5 Section 5 -- The Past Performance Questionnaire (Section J – Attachment 14) is
2211 1) for informational purposes to follow the format as an example of the questions
2212 the government will use when evaluating/assessing the Offerors past
2213 performance, 2) to be sent to the references to be completed and returned to
2214 offeror in sealed, taped and signed on the tape, 3) these sealed and signed
2215 envelopes shall be included in this volume. The offeror shall also provide a list
2216 with complete information on references whose will be completing the
2217 questionnaire(s).

2218 The Offerors are fully responsible to make sure the references will complete these questionnaires
2219 as required and are included in this volume.

NOTE: If FEMA does not receive the completed and accurate questionnaire that Offeror past performance will be assessed negatively. FEMA reserves the right to contact the references and verify all the information.

8.4.b VOLUME II, TECHNICAL. The Offeror must submit a proposal to build each of the unit types identified in *Statement of Work* (Section C) and this solicitation. The technical proposal must demonstrate exoerience, thorough understanding of and the ability to comply with all requirements of the *solicitation, Statement of Work* (Section C) and the *FEMA Rugged Base Performance Requirements Version BA (Attachment 2)*.

Note 1: General statements that the Offeror can or will comply with the requirements, or which merely repeats or paraphrases the requirements in whole or in part will not constitute compliance. The proposal shall have technical merit supported by facts and detailed explanation on Offeror's capability to perform this requirement.

Note 2: All information required for technical evaluation shall exclude pricing aspect of the offer.

8.4.b.1 Volume II, Technical binder shall be arranged as follows:

(1) Tab 1, The Offeror shall address their technical capability to adequately perform the requirements set forth in the *Statement of Work*(Section C), and the *FEMA Rugged Base Performance Requirements version BA*, keyed to the evaluation criteria in Section M.

(2) Tab 2. Plans/Drawings for:

- All designs submitted to FEMA shall be DAPIA approved designs that are in compliance with *HUD Code 24 CFR § 3282.361 (b)(4)* Design approval.
- All plans and drawings approved by DAPIA
- Fully rendered
- Floor plan without furniture
- Floor plan with furniture including dimensions and other important dimensions
- Floor plan with furniture including clearly identified accessible routes and turning radiuses (UFAS models only)
- Elevation for bathrooms including dimensions
- Elevation for all areas of the kitchen including dimensions
- Manufactured home outlines indicating the locations of the external utility connections. On this plan provide the distances from corners, doors and setback from external edge of manufactured home

- 2257 • One line (simplified) electrical drawing
- 2258 • Cut sheets (manufacturer's product description) of all proposed furniture
- 2259 • Cut sheet (manufacturer's product description) of all proposed
- 2260 appliances
- 2261 • 3D Model readable by AutoCAD 2013

2262 The contractor may provide a plan that is annotated that the plan is used
 2263 for more than one manufactured home design. (Ex...If the plumbing plan
 2264 is the same for an Express Unit (1) bedroom Northern and (1) bedroom
 2265 Southern then a single plan can be provided).

2266 A complete set of plans *shall* be provided for each unit type. Plans *shall*
 2267 include, but not be limited to, floor plan, electrical/plumbing diagrams,
 2268 and a materials list with Material Safety Data Sheets (MSDS). All plans
 2269 *shall* demonstrate certification from DAPIA that all plans meet 24 CFR
 2270 3280 ("HUD Code").

2271 Each set of UFAS plan for each unit type, shall layout/ demonstrates
 2272 UFAS compliance.

2273 Note: HUD Code 24 CFR § 3282.361 (b)(2) does not require that a
 2274 manufacturer supply duplicate information where systems are common
 2275 to several floor plans, However, FEMA requires that all systems and
 2276 subsystems whether common or not to several floor plans be submitted
 2277 to the DAPIA unless the common systems are submitted under one or
 2278 more designs for FEMA. Systems or subsystems that are common to the
 2279 manufacturer's product line need to be submitted to ensure that they are
 2280 compliant with the solicitation requirements.

2281 (3) Tab 3. An overview of the Offeror's method and approach for the timely
 2282 delivery of quality products conforming to contract requirements, including
 2283 a description of skills and capabilities keyed to the evaluation criteria in
 2284 Section M.

2285 (4) Tab 4. Quality Control Plan. The Offeror's Quality Control Plan as described
 2286 in section E.5 of this solicitation keyed to the evaluation criteria in Section
 2287 M. Quality control manuals that are compliant with Code 24 CFR §
 2288 3282.361 (c)(3), Manual approval are considered to be a part of a quality
 2289 control plan but not a complete quality control plan.

2290 (5) Tab 5. DAPIA Certification Report
 2291 All designs submitted to FEMA shall be approved designs that are in
 2292 compliance with HUD Code 24 CFR § 3282.361 (b)(4) Design approval.

- 2293 (6) Tab 6: Express 1 bed room unit (Requirements)
- 2294 This tab allows an Offeror to clearly describe any deviation, if any from
- 2295 FEMA Rugged Based Performance Requirements (version BA) for Express
- 2296 (1 bedroom unit). If a proposed Express Unit design does not meet all of
- 2297 FEMA Rugged Based Performance Requirements (version BA), FEMA
- 2298 requires a description of what requirements were not met and a rationale
- 2299 and/or trade-off illustrating the process the vendor's used in making the
- 2300 decisions.
- 2301 (7) Tab 7: CONUS unit Additional Information
- 2302 This tab allows an Offeror to clearly provide information on what the
- 2303 manufacturer have done over and above to meet CONUS units
- 2304 requirements which are for a design that can be deployed anywhere in the
- 2305 continental US(including DC)
- 2306 (8) Tab 8: FEMA Rugged Based Performance Requirement Matrix
- 2307 This tab requires that the vendors demonstrate compliance with FEMA
- 2308 Rugged Based Performance Requirements (Version BA) (Section J:
- 2309 Attachment 3)
- 2310
- 2311 (9) Tab 9: MHU Dimensions Table
- 2312 This tab requires that the vendor demonstrate compliance with the size and dimensions.

<u>Unit Type</u>	<u>Thermal zone</u>	<u>Area(ft^2)</u>		<u>Length(ft.)</u>		<u>Width(ft.)</u>	
		<u>Requirement</u>	<u>Vendor MH dimension</u>	<u>Requirement</u>	<u>Vendor MH dimension</u>	<u>Requirement</u>	<u>Vendor MH dimension</u>
<u>3 Bedroom</u>	<u>Northern</u>						
<u>2 Bedroom</u>	<u>Northern</u>						
<u>Express unit 1 bedroom</u>	<u>Northern</u>						
<u>3 Bedroom UFAS</u>	<u>Northern</u>						
<u>2 Bedroom</u>	<u>Northern</u>						

<u>Unit Type</u>	<u>Thermal zone</u>	<u>Area(ft^2)</u>		<u>Length(ft.)</u>		<u>Width(ft.)</u>	
<u>UFAS</u>							
<u>Express unit UFAS 1bedroom</u>	<u>Northern</u>						
<u>3 Bedroom</u>	<u>Southern</u>						
<u>2 Bedroom</u>	<u>Southern</u>						
<u>Express unit 1bedroom</u>	<u>Southern</u>						
<u>3 Bedroom UFAS</u>	<u>Southern</u>						
<u>2 Bedroom UFAS</u>	<u>Southern</u>						
<u>Express unit UFAS 1bedroom</u>	<u>Southern</u>						
<u>3 Bedroom</u>	<u>CONUS</u>						
<u>2 Bedroom</u>	<u>CONUS</u>						
<u>Express unit 1 bedroom</u>	<u>CONUS</u>						
<u>3 Bedroom UFAS</u>	<u>CONUS</u>						
<u>2 Bedroom UFAS</u>	<u>CONUS</u>						
<u>Express unit UFAS 1 bedroom</u>	<u>CONUS</u>						

2313

2314 Offerors shall submit proposals for either northern/southern units or CONUS units; however,
2315 Offerors may submit proposals for both northern/southern units and CONUS units.

2316 (10): Tab 10: Corporate Qualification and Experience including Key Personnel Resumes:

2317

2318 The offerors shall describe in detail supported by facts to demonstrate the corporate experience in
2319 successful recent, relevant and similar work of same complexity and scope of this solicitation.

2320 The offeror shall describe its general background, organizational structure, lines of authority, and
2321 the qualification of key personnel. The description of the experience shall clearly specify the
2322 following: (1) contract/task order number, (2) title of effort, (3) total potential dollar value, (4)
2323 performance period, (5) contractor role (prime or subcontractor, and (6) brief description of the
2324 effort. The offeror corporate qualification and experience shall demonstrate its capability to
2325 perform the requirement of this solicitation.

2326

2327

2328 Small or newly formed firms shall demonstrate the corporate experience by clearly describing and
2329 supporting by facts, in terms of the experience of its senior technical and management personnel
2330 the capability of performing this requirement. They shall provide the same information indicated
2331 in the previous paragraph.

2332

2333 Key personnel: The proposal shall clearly describe the education, relevant experience, and
2334 demonstrated performance of proposed key personnel as it relates to: leading and/or performing
2335 managing projects of similar size, scope, and complexity; and meeting schedule and quality
2336 baselines. For each key personnel offeror shall submit resume which shall not exceed 2 pages per
2337 resume.

8.4.c VOLUME III, PRICE.

The Offeror shall submit final prices completed in the schedule referenced in Section B and Attachment 1 of the solicitation. The Offeror shall submit the total price for each CLIN. The price schedule shall reflect data concerning all rates deemed necessary. The Offerors shall submit complete pricing for the 1) base year, 2) each option year, and 3) overall contract value for the period of performance (1 base + 4 option years). Unit prices shall be commensurate with the technical proposal.

8.4.d VOLUME IV, BUSINESS PROPOSAL

Tab 1, Solicitation, Offer and Award Documents. Each Offeror shall complete (fill-in and signatures) the solicitation section indicated below using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the SF 33, any Amendments to the Solicitation, and all certifications requiring original signature. An Acrobat PDF file shall be created to capture the signatures for submission. Offeror is fully responsible to submit all the completed forms, and documents that shall be in this volume IV (Refer to table on Section L.8 Proposal Submission.).

Tab 2, Small Business Participation and Subcontracting Plan: All Other Than Small Business Offerors shall provide an Acceptable Small Business Subcontracting Plan proposing a solution to comply with DHS Small Business Subcontracting goals. The Small Business Subcontracting Plan shall specify the relative identification of the small businesses to be utilized and the extent of the contractual commitment between the prime and the subcontractors. The goal will be applied to the total value of the contract. The plan shall also indentify corporate experience meeting subcontracting goals. More guidance on Subcontracting Plan Requirements refer to FAR 19.704, and meet or exceed the subcontracting goals as noted below:

Category	Subcontracting Goal
All Small Businesses	45%
Small Disadvantaged Businesses Overall (Both	
Section 8(a) and non-Section 8(a) Firms	10%
Women-Owned Small Businesses	5%
Service-Disabled Veteran-Owned Small Businesses	3%
Historically Underutilized Business Zone Small	3%

For Example:

2371 The total value of a base year contract with 4 option years is \$5,000,000. The total amount to be
2372 subcontracted is 60% of \$5,000,000 which equals \$3,000,000. Of the \$3,000,000, the total
2373 amount to be subcontracted to large businesses is 35% which equals \$1,050,000. The total
2374 amount to be subcontracted to small businesses is 65% which equals \$1,950,000.

2375 $\$1,050,000 + \$1,950,000 = \$3,000,000$. \$3,000, 000 is the total amount to be subcontracted.

2376 **NOTE:** The above (all the numbers and percentages) is “Example only” to assist in calculating
2377 the total amount of subcontracting.

2378

2379 Tab 3, Evidence of Responsibility: The Offeror must submit sufficient evidence of
2380 responsibility for the Contracting Officer to make an affirmative determination of
2381 responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in
2382 the case of a small business Offeror, the Contracting Officer will comply with FAR
2383 19.6. Accordingly, prime Offerors shall clearly address each element of responsibility.
2384 To be determined responsible, a prospective contractor must:

2385 a. Have adequate resources, including financial, facilities, equipment and personnel, to
2386 perform the contract, or the ability to obtain them (see FAR 9.104-3(a));

2387 b. Be able to comply with the required or proposed delivery or performance schedule,
2388 taking into consideration all existing commercial and governmental commitments;

2389 c. Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A
2390 prospective contractor will not be determined responsible or non-responsible solely
2391 on the basis of a lack of relevant performance history, except as provided in FAR
2392 9.104-2;

2393 d. Have a satisfactory record of integrity and business ethics;

2394 e. Have the necessary organization, experience, accounting and operational controls,
2395 and technical skills, or the ability to obtain them (including, as appropriate, such
2396 elements as production control procedures, property control systems, quality
2397 assurance measures, and safety programs applicable to materials to be produced or
2398 services to be performed by the prospective contractor and subcontractors). (See
2399 FAR 9.104-3(a));

2400 f. Have the necessary production, construction, and technical equipment and facilities,
2401 or the ability to obtain them (See FAR 9.104- 3(a)); and

2402 g. Be otherwise qualified and eligible to receive an award under applicable laws and
2403 regulations (e.g., Equal Opportunity, Clean Air and Water, Small Business
2404 Subcontracting, etc.).

2405 Tab 4, Letters of Commitment (Subcontractors): The Business Proposal shall include
2406 a letter, on subcontractor letterhead, and signed by an authorized representative of each
2407 subcontractor, which specifically indicates the subcontractor's agreement to be
2408 included in the Offeror's proposed teaming arrangement.

2409 Tab 5, Partnering and Subcontracting Agreements:

2410 If the Offeror is proposing any type of partnering arrangement (i.e., joint
2411 venture, teaming arrangement/agreement, sub-contracting arrangement; etc.)
2412 the Offeror must include in this TAB:

2413 (1) a description of the partnering agreement or a summary of the subcontract.
2414 The information provided for each proposed subcontractor or other partner
2415 must include the entire company name, company address, CAGE Code,
2416 DUNS Number and type of work to be performed.

2417 (2) The period of time the arrangement is effective and signature of authorized
2418 individual(s) for both parties.

2419 (3) A copy of the partnering document or subcontracting plan, which includes
2420 arrangement details (roles of both parties with regard to this solicitation and
2421 any contract that may result from this solicitation)

2422 **IF THE PERIOD OF THE ARRANGEMENT IS LESS THAN THE PERIOD OF**
2423 **PERFORMANCE (BASE AND ALL OPTION PERIODS) SPECIFIED IN THIS**
2424 **SOLICITATION THE OFFEROR WILL NOT RECEIVE FURTHER**
2425 **CONSIDERATION.**

2426

2427 **SECTION M - EVALUATION FACTORS FOR AWARD**2428 **M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY**
2429 **REFERENCE**

2430 The following solicitation provisions pertinent to this section are hereby incorporated by reference
 2431 (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1
 2432 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this
 2433 solicitation. See FAR 52.252-1. The full text of a solicitation provisions may be accessed
 2434 electronically at this/these addresses:

2435 <http://www.arnet.gov/far>2436 <http://www.acquisition.gov>

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

2437

2438 **M.2 EVALUATION APPROACH**

2439 The government reserves the right to make multiple awards. Awards will be made to the
 2440 offeror(s) whose proposal conforms to the solicitation and represents the best value to the
 2441 government considering price and non-price factors, FAR 15.101-1. In making its "Best Value"
 2442 determination:

2443

2444 Award will be made on a best value trade-off basis to the proposal(s) that are determined to be
 2445 most beneficial to the Government with appropriate consideration given to the evaluation factors:
 2446 three (3) non-price factors and price. The government will evaluate three non-price factors:

- 2447 • Technical
- 2448 • Past Performance
- 2449 • Corporate Qualifications and Experience

2450

2451 Technical and Past Performance are rated equally in importance. Corporate Experience is less
 2452 important than Technical and Past Performance. All three non-price factors when combined are
 2453 more important than the price factor. Offerors are cautioned that award may not necessarily be
 2454 made to the lowest price offered.

2455

Proposals rated unsatisfactory for any non-price factor may not be eligible for award and may be eliminated from the competitive range.

The Government reserves the right to conduct a Facility Visit to verify that the proposed facility(s) supports the offeror's technical approach and stated capability. Any facility not receiving an acceptable rating will not be eligible for award.

Factors and Sub-factors to be Evaluated

The following evaluation factors and sub-factors will be used to evaluate each proposal. Award will be made to the offeror(s) whose proposal(s) are most advantageous to the Government based on an integrated assessment of the evaluation factors and sub-factors described below.

Technical Factor:

The Technical Factor is comprised of the following three sub-factors (Sub-factor A, FEMA Requirements Compliance/Understanding; , Sub-factor B, Production Capability & Timeline; and Sub-factor C, Quality Control), listed in descending order of importance. Each sub-factor will be evaluated for compliance with solicitation requirements, strengths, weaknesses and deficiencies, and will receive an individual rating. Together, the sub-factors will form the basis for the overall rating of the Technical Factor. An unacceptable (red) rating for any of the sub-factors shall result in a rating of unacceptable (red) for the Technical Factor.

Technical Sub-factor A: FEMA Requirements Compliance/Understanding: (Tab-8 – FEMA Rugged Based Performance Requirements Matrix) -- FEMA will review the submittal including the required drawings and plans for compliance with the Statement of Work (SOW) and FEMA RBPRs version BA. The Offeror shall provide information that demonstrates that the Offeror has a thorough understanding of the requirements and has the ability to meet all aspects of the FEMA RBPR (Version BA), the SOW and this solicitation. Solutions will be evaluated based on clarity of explanation, the supporting information and a demonstrated clear understanding of the requirements.

FEMA Rugged Based Requirements Compliance: FEMA will review the offeror's response for each of the requirements in the FEMA RBPR Matrix (Version BA) for technical compliance/understanding. Technical items can be described in text with accompanying drawings or in text alone. Offerors shall identify where the reviewer can easily find each response in the proposal, i.e., provide a cross-reference.

2490 Designs for standard (non-UFAS) and UFAS variants for each bedroom size (Express 1 bedroom,
2491 1 bedroom, 2 bedrooms, and 3 bedrooms) will be evaluated for each unit type separately, for the
2492 appropriate thermal zone (Northern or Southern) and the CONUS variance.

2493

2494 The Offeror must meet 100% of the minimum essential requirements specified in Attachment 2.
2495 In the event the Offeror's submission does not meet the minimum essential requirements, the
2496 Offeror's proposal will be rated unacceptable for this sub-factor.

2497

2498 All individual unit types will be evaluated. If any unit type does not meet the minimum essential
2499 requirements specified in attachment 2 then the proposal will be rated unacceptable for this
2500 sub-factor.

2501

2502 Technical SubFactor B: Production Capability & Timeline (Technical Capability & Method and
2503 Approach): (Tab-1 & Tab-3): The Offeror shall describe in sufficient detail to demonstrate an
2504 understanding of the solicitation requirements regarding its capability to meet the requirements of
2505 the prospective contract/task orders. Specifically, the Offeror shall provide a detailed plan which
2506 demonstrates how the Offeror's production processes, capacity and resources will meet or exceed
2507 the requirements of the prospective contract/task orders, as specified in Section C, Production
2508 Capacity. For example, the plan shall clearly state how many manufactured homes can be
2509 produced per week, per production line and per factory. Additionally, the offeror shall provide the
2510 number of days per week and shifts per day that each production line and production facility is
2511 operational. Subcontractors and teaming arrangements proposed will be evaluated on the
2512 effectiveness of the proposed approach for managing these arrangements to assure that the
2513 Government obtains an integrated team in an efficient and effective manner. Prime contractors
2514 will be responsible for showing and demonstrating subcontractor production capability if
2515 applicable.

2516

2517 The Offeror's proposal shall demonstrate production capacity sufficient to produce multiple
2518 bedroom types at the weekly production rate set forth in the scenarios below.

2519

2520 **The acceptable (minimum) production timeline is:**

2521

2522

<u>Production Rate by Business Type</u>		
<u>Business Type</u>	<u>Minimum Acceptable Production Rate</u>	<u>Ramp Up to Full Production Rate</u>
<u>Other than Small Business</u>	<u>150 Units/week</u>	<u>4 weeks</u>
<u>Small Business</u>	<u>60 Units/Week</u>	<u>4 weeks</u>

2523

2524 Requirements for Other than Small Business:

2525

2526 • 150 Express units and/or, two bedroom units and/or, three bedroom units per week.

2527

2528 • The contractor will have 4 weeks to ramp up to full minimum production rate.

2529

2530 Requirements for Small Business:

2531

2532 • 60 Express units and/or, two bedroom units and/or, three bedroom units per week.

2533

2534 • The contractor will have 4 weeks to ramp up to full minimum production rate.

2535

2536 **Additional considerations for Production Capability and Timeline evaluation:**

2537

2538 Statements that an offeror can meet or exceed the production capability and timeline without
 2539 demonstrating ability through supporting facts to meet or exceed the production capability and
 2540 timeline are not considered responsive for this factor.

2541

2542 The demonstrated ability to produce multiple manufactured home types (as listed in this
 2543 solicitation) simultaneously will be evaluated as a “strength.” The offeror’s ability to exceed
 2544 production minimums on all types will also be evaluated as a “strength” in proportion to the
 2545 additional production capacity provided.

2546

Technical Sub-Factor C: Quality Control (Quality Control Plan including Summary): (Tab-4) The Offeror's Quality Control Plan (QCP) will be evaluated to determine if the Offeror's proposal presents a comprehensive quality control program that adequately describes the integrity of their manufacturing and quality processes, coupled with their overall execution of acceptable quality control practices. The QCP shall describe in detail how the manufacturer will assure high quality control in its manufacturing process while meeting the delivery schedule. The plan shall also state how the contractor will verify that the homes are built to the HUD Code, DAPIA approved design, DAPIA approved Quality Control Manual, FEMA RBPRs, and the procurement specifications of this contract. The offeror shall also detail how they will maintain quality controls when the MH goes to production (For prime and sub's) to meet the requirements set in this solicitation. The QCP shall demonstrate how the manufacturing plants will maintain quality control standards and maintain required certifications (i.e. IPIA) throughout the life of the contract (Base plus 4 option years).

The plan shall contain a chart of the organization showing by position, all personnel accountable for quality assurance, a list of tests and test equipment required, a station-by-station description of the manufacturing process, a list of inspections required at each station, and a list by title of personnel in the manufacturer's organization to be held responsible and accountable for each inspection.

Quality Control and Management Plan for Sub Contractor and/or Partners: The offeror's proposal shall demonstrate how the prime contractor will ensure that any subcontractor or a partner at any tier utilized for this contract/task order will have high quality controls, meet all applicable standards, requirements and obtain certifications required. In addition to the above, the Offeror shall demonstrate how they will apply and ensure quality control for products and services obtained by other means. The Offeror shall also demonstrate how they will manage their subs or partners to maintain high quality controls. Components of the offeror's quality control plan shall be incorporated in the contract to conform to Section E.5.

Additional considerations for Quality Control Evaluation: (Tab-5)

The offeror shall submit The Quality Control Manual(QCM) which includes the Quality Control Program that has been certified by the DAPIA ("HUD"). The offeror shall submit in the QCM how they will maintain IPIA certifications during the production of Manufactured Homes for FEMA.

Offerors are encouraged to provide additional detail if their Quality Control Program has a manufacturing process that has been certified (or is expected to achieve certification) by a national or international body within 12 months of a submitted proposal.

The Offeror shall demonstrate how their Quality Control Plan will ensure that each manufactured home will meet the requirements of FEMA's RBPR.

In addition, the Offeror shall provide information on their use of the quality control form (Attachment:).

Past Performance

The Government will evaluate the offeror's record of past and current performance to ascertain the probability of successfully performing the required effort. Past Performance will be evaluated as a measure of the offeror's ability to successfully perform this project based on demonstrated relevant and recent performance in supplying products and managing contracts/task orders. The government will conduct past performance assessment based on the quality, relevancy, and recency of the offeror's past performance, as well as that of its major subcontractors. Past performance evaluation will consider the extent of the offeror's recent, relevant, and demonstrated ability to meet this project's: 1) performance/technical requirements, 2) schedule, 3) cost control, 4) customer satisfaction, and 5) risk management.

Relevant efforts are defined as efforts involving services/supplies of a similar nature, complexity, and magnitude to the effort required by this solicitation. Recency of an effort is defined as contracts that are ongoing or that have been completed within four (4) years of the date of issuance of the solicitation/request for proposal.

The Offeror's past performance as a prime contractor or subcontractor, and that of any subcontractor's or other partners, will be evaluated based on the past performance information provided by the offeror in accordance with Section L, Volume I Past Performance, Past Performance Questionnaires, as well as data obtained by other sources. The Government reserves the right to obtain and utilize information obtained from any other source, e.g. CPARS, in addition to the information provided by the Offeror. The Government may consider a wide array of

information from a variety of sources, but is not compelled to rely on all of the information available. Past Performance evaluation will determine, based on the relevance, and quality of the offeror's past performance, the degree of performance risk associated with the offeror's past performance.

Absent of any recent and relevant past performance history *or when the performance record is so sparse that no meaningful rating can be reasonably assigned*, the offeror will be assigned a rating of "Past Performance Neutral/Unknown Risk" and its proposal will not be evaluated either favorably or unfavorably on past performance.

Corporate Qualifications and Experience

The government is seeking to determine whether the Offeror has experience that will enhance its capability to perform. The government will assess the relevance and breadth of the Offeror's experience with regard to work in recent efforts that are of the same complexity and scope. Descriptions of the offeror's general background, organizational structure, lines of authority, and qualifications of key personnel will also be evaluated.

The government will evaluate small or newly formed firms demonstrated corporate experience by 1) depth and breadth of experience of its senior technical and management personnel, 2) the contribution, involvement and success of the senior technical and management personnel at their The response to requirements as described in Section L will be evaluated. The government will reserve the right to verify all and every information that has been provided.

Key personnel: The Government will evaluate and assess the education, relevant experience, and demonstrated performance of proposed key personnel as it relates to: leading and/or performing project management of similar size, scope, and complexity; and meeting schedule and quality baselines. Key personnel evaluations will be based on submitted resumes. In addition to the information provided by the offeror, the Government may use any information received from other references or third parties as part of its evaluation of Key Personnel.

Price Evaluation

This contract will be a Firm-Fixed-Price contract. The Government will evaluate price reasonableness for the fixed price effort. Price analysis will be conducted in accordance with FAR 15.305(a)(1) and FAR 15.404-1(b) to ensure that a "fair and reasonable" price is paid by the

2649 Government. The base and all option years will be included in the price calculation. The
2650 Government will evaluate offers for award purposes by considering the firm-fixed prices for all
2651 contract line items, or CLINs.

2652

2653 Government reserves the right for price realism to be evaluated to ensure that the proposed prices
2654 reflect a clear understanding of the work and skills required for contract performance. Price
2655 proposals determined to be unrealistic in terms of technical commitment or unrealistically low in
2656 price will be deemed reflective of an inherent lack of technical competence or indicative of failure
2657 to comprehend the complexity and risk of the contract requirements and may be grounds for the
2658 rejection of the price proposal. If a price proposal does not demonstrate price realism, it will be
2659 evaluated as unacceptable and the offeror will not be considered for award.

2660

2661 The unit price supplied by the Offeror shall be submitted on the Price Schedule which is the
2662 attachment (Attachment 1) to Section B in the spaces provided and shall constitute the total
2663 firm-fixed price for that item. Offerors shall submit responses to the applicable scenarios, based on
2664 their business size. These submissions will be used for price reasonableness proposal evaluation
2665 purposes only. Offeror's shall use the same prices that are proposed in Section B for the prices
2666 provided in the scenario.

2667

2668 The Price proposal shall also include:

2669 1) Pricing per CLIN of the base year,

2670 2) Pricing per CLIN of all option years(1,2,3,and 4), and

2671 3) Contract scenario prices per Section B structure:

2672 - Attachment 1a and Attachment 1b for Other than Small Business; or

2673 - Attachment 1c and Attachment 1d for Small Business

2674

2675 Note: This contract includes an optional CLIN for ODCs (Other Direct Cost). The Government
2676 reserves the right to not execute this CLIN. This CLIN is for travel, and incidentals which may be
2677 unknown at contract award.

2678

2679

2680

2681 **Facility Visit:** The Government reserves the right to conduct a Facility Visit to verify that the
 2682 proposed facility(s) supports the offeror's technical approach and stated capability. FEMA has
 2683 attached a production facility inspection report (see Attachment 10) that the designated FEMA
 2684 representatives would use during the facility visit. Facilities of any major subcontractor may also
 2685 be evaluated.

2686

2687 Facilities will be evaluated and rated as either acceptable or unacceptable. Offerors receiving a
 2688 rating of unacceptable will not be eligible for award. The evaluation of production capability will
 2689 look specifically at operational facilities, assembly process, number of manufacturing production
 2690 lines, availability of material and staff. FEMA will only consider “**active**” and “**mothballed**”
 2691 **facilities.** (Mothballed is defined as a facility that is not actively producing Manufacturing
 2692 Housing units but has being kept in working order so that production may be restored quickly if
 2693 needed.) Facility Visits are conducted at a minimum to verify the information submitted as part of
 2694 the technical proposal.

2695

2696 **PROPOSAL RATINGS**

2697 The following table contains the ratings used for the Technical Factor, Technical Sub-factors,
 2698 Corporate Qualifications and Experience, as well as the Overall Proposal Rating.

2699

Rating	Definition
Outstanding/Blue	<p>A proposal that satisfies all of the Government's requirements with extensive detail to indicate feasibility of the approach and shows a thorough understanding of the problems and offers numerous significant strengths, which are not offset by weaknesses.</p> <p>The risk is low.</p>
Acceptable/Green	A proposal that satisfies all of the Government's requirements with adequate detail to indicate feasibility of the approach and shows an understanding of the problems and offers some significant strengths or several strengths, which are not offset by weaknesses.

	The risk is moderate.
Unacceptable/Red	A proposal that contains a major error(s), omission(s) or deficiency(ies) that indicates a lack of understanding of the problems or an approach that cannot be expected to meet requirements and none of these conditions can be corrected without a major rewrite or revision of the proposal. The risk is high.

2700

2701 **Risk**

2702 Low: The proposal contains solutions which are considered feasible and practical. These solutions
2703 are clear and precise, supported, and demonstrate an understanding of the requirements.

2704

2705 Moderate: The proposal contains solutions which are generally feasible and practical. These
2706 solutions are somewhat clear and precise, partially supported and demonstrate a general
2707 understanding of the requirements.

2708

2709 High: The proposal contains solutions which are not feasible and practical. The solutions lack
2710 clarity or precision, are unsupported and do not demonstrate an understanding of the requirements

2711

2712 **Evaluation Ratings for Past Performance:**2713 **Past Performance Relevancy**

2714 **Highly Relevant:** Past performance reference is highly similar and relevant to the stated
2715 requirements in terms of size, scope, and complexity.

2716 **Relevant:** Past performance reference is similar and relevant to the stated requirements in terms
2717 of size, scope, and complexity.

2718 **Not Relevant:** Past performance reference is not relevant to the stated requirements in terms of
2719 size, scope, and complexity.

2720

2721 **Past Performance Quality**

2722 **Superior:** The quality of the past performance reference/record is exceedingly favorable and there
2723 are few if any unfavorable aspects. Past performance questionnaires indicate that the business
2724 concern almost always provided exceptional performance and/or exceeded contractual
2725 requirements. Identified strengths substantially exceed identified weaknesses.

2726 **Satisfactory:** The quality of the past performance reference/record has favorable and unfavorable
2727 aspects that generally offset each other. Past performance questionnaires indicate that the business
2728 concern generally provided satisfactory performance and/or met contractual requirements.
2729 Identified strengths are generally equal to identified weaknesses.

2730 **Unsatisfactory:** The quality of the past performance reference/record is exceedingly unfavorable
2731 and there are few if any favorable aspects. Past performance questionnaires indicate that the
2732 business concern generally failed to provide satisfactory performance and/or meet contractual
2733 requirements. Identified weaknesses substantially exceed identified strengths.

2734

2735 **Past Performance Risk**

2736 **Low Risk:** Based on the offeror's performance record, the contracting agency expects the offeror
2737 will successfully perform the required effort. Very little or no Government oversight is expected to
2738 be required in achieving the proposed level of performance.

2739 **Moderate Risk:** Based on the offeror's performance record, some doubt exists that the offeror will
2740 successfully perform the required effort. Some Government oversight is expected to be required in
2741 achieving the proposed level of performance.

2742 **High Risk:**

2743 Based on the offeror's performance record, significant doubt exists that the offeror will
2744 successfully perform the required effort. Substantial Government oversight is expected to be
2745 required in achieving the proposed level of performance.

2746

2747 **Past Performance Neutral/Unknown Risk** No relevant performance record is identifiable upon
2748 which to base a meaningful performance rating. A search was unable to identify any relevant past
2749 performance information for the offeror, key personnel, or subcontractors. The neutral rating is
2750 neither a negative nor positive assessment.

2751

2752

2753 **Business Proposal**

2754

2755 The Government will evaluate to ensure the Offeror's Business Proposal includes the completion
 2756 and submission of all applicable documentation (Tab 1- 5). An offeror will be considered
 2757 Non-Responsive and may be eliminated from the competitive range if all applicable
 2758 documentation (Tab 1- 9) is not submitted. The documents will be assessed for their correctness,
 2759 completeness and accuracy of the information.

2760

2761 The sub-contracting plan requirement below applies only to Offerors submitting proposals as
 2762 "Other than Small Business."

2763

2764 The offeror's subcontracting plan (FAR 19.7) will be evaluated to determine:

2765

2766 The completeness of the plan in accordance with DHS goals as depicted in the table below and
 2767 FAR 52.219-8 and 52.219-9.

2768

Category	Sub-contracting Goal
All Small Businesses	45%
Small Disadvantaged Businesses Overall (Both Section 8(a) and non-Section 8(a) firms)	10%
Woman-owned Small Businesses	5%
Service-Disabled Veteran-Owned Small Businesses	3%
Historically Underutilized Empowerment Zone Small Businesses	3%

2769

- 2770 1) The adequacy and realism of the proposed subcontracting goals,
 2771 2) The extent to which the offeror demonstrates a commitment to subcontracting to achieve the
 2772 above-mentioned DHS goal

- 3) In addition to provisions cited in FAR 17.207 Exercise of Options related FAR clauses cited herein, exercise of option(s) will also be contingent upon Contractor Performance and ability to meet subcontracting activities/goals, specifically achievement of DHS subcontracting goal.

For Example:

The total value of a base year contract with 4 option years is \$5,000,000. The total amount to be subcontracted is 60% of \$5,000,000 which equals \$3,000,000. Of the \$3,000,000, the total amount to be subcontracted to large businesses is 35% which equals \$1,050,000. The total amount to be subcontracted to small businesses is 65% which equals \$1,950,000.

$\$1,050,000 + \$1,950,000 = \$3,000,000$. \$3,000, 000 is the total amount to be subcontracted.

Definitions for Technical Evaluation

1. Clarifications

Are limited exchanges between the government and offerors that may occur when award without discussions is contemplated. The CO can request, orally or in writing, clarifications of minor informalities, irregularities, or clerical mistakes from Offerors if award will be made without conducting discussions. (FAR 15.306).

2. Deficiencies

Material failure of the proposal to meet a requirement or a combination of significant weaknesses that increase the likelihood of unsuccessful performance to an unacceptable level. (FAR 15.001)

3. Weaknesses

A weakness is a flaw in the proposal that increases the risk of unsuccessful contract performance . (FAR 15.001)

4. Significant Weakness

A “significant weakness” in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. (FAR 15.001)

5. Discussions

In accordance with FAR 15.306, negotiations undertaken with the intent of allowing an Offeror in the competitive range to revise its proposal are called "discussions". These discussions may

include bargaining or persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract, or other terms of the proposed contract. Discussions are tailored to each offeror's proposal, and must be conducted by the contracting officer with each offeror within the competitive range. At a minimum, the contracting officer must, subject to FAR 15.306 (d)(5) and (e) and 15.307(a), indicate to, or discuss with, each offeror still being considered for award, deficiencies, significant weaknesses, and adverse past performance information to which the offeror has not yet had an opportunity to respond. The primary objective of discussions is to maximize the government's ability to obtain best value, based on the requirement and the evaluations factors set forth in the RFP.

6. Strength

An element of the proposal which exceeds a requirement of the solicitation in a beneficial way to the government.

7. Significant Strength

An element of the proposal which appreciably exceeds a requirement of the solicitation in a beneficial way to the government.

M.4 Best Value Determination

Proposals will be assessed for how well the Offeror's proposal meets the solicitation requirements and the risks associated with the Offeror's approach. Determining how well the Offeror's proposal meets the solicitation requirements will be accomplished by: 1) determination if the Offeror's proposal meets the solicitation requirements, and 2) discriminators will be identified for the proposals reflecting the unique strengths, weaknesses, significant weaknesses, and deficiencies of each offer. In addition, the Government will examine the impact of each discriminator and assess its relative value to the Government.

In order to make a sound selection decision, the offeror needs to assist the Government to understand the ways in which a proposal is technically strong, fair and reasonable price, and presents the best overfall value to the Government.

The Government intends to award without discussion. However the Government reserves the right to hold discussions, if the Government determines discussions are in best interest of the Government. The Government will first establish a competitive range then conduct discussions/negotiations in accordance with FAR Part 15.